City of Denton

Meeting Agenda

City Council

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Tuesday, October 14, 2025 | **3:00 PM** | **Council Work Session Room & Council Chambers**

SPECIAL CALLED

WORK SESSION BEGINS AT 3:00 P.M. IN THE COUNCIL WORK SESSION ROOM

CLOSED MEETING BEGINS IMMEDIATELY FOLLOWING THE WORK SESSION IN THE COUNCIL WORK SESSION ROOM.

CITY COUNCIL CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION WILL BEGIN IMMEDIATELY FOLLOWING THE CLOSED MEETING IN THE COUNCIL CHAMBERS.

CONSIDERATION OF THE PUBLIC HEARING(S) WILL BEGIN AT/AFTER 6:30 P.M. IN THE COUNCIL CHAMBERS

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

Individuals may speak during a Council meeting under one of the following categories:

Comments on Agenda Items:

Public comments can be given for any item considered by the Council, EXCEPT work session reports or closed meetings. Individuals are only able to comment one time per agenda item and cannot use more than one method to comment on a single agenda item. Public comments are limited to three (3) minutes per citizen.

Public Hearing Items:

Individuals are limited to four (4) minutes per public hearing item.

Individuals may participate by using one of the following methods:

1. **In Person for Regular or Consent Agenda Items:**

   To provide in-person comments on consent agenda items, individuals must be present at the Work Session portion of the meeting. To provide in-person comments on individual consideration items, individuals must be present at the Regular or Special Session portion of the meeting. In both instances, individuals must also submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

2. **In Person for Public Hearing Items:**

For public hearing items, speaker cards are encouraged but not required.

3. eComment:

The agenda is posted online at www.cityofdenton.com/publicmeetings. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, October 14, 2025, at 3:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by submitting a completed speaker card (available at the meeting location) to the City Secretary at the commencement of the Work Session meeting. Registration is required prior to the time the City Council considers this item.

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

This section allows members of the City Council to ask questions on items listed on this agenda for public hearing and individual consideration. Responses to questions on items listed under the consent agenda that are received prior to the meeting are available by clicking on Exhibit 1 below. The responses will be available prior to the start of the meeting, when applicable. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 p.m. on the business day following the meeting. Members of the Council may remove items from the consent agenda. When items are removed from the consent agenda and placed on the regular agenda by members of the council, the removed items shall be taken up in the order of removal right after the consent agenda.

A. ID 25-472 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 25-1857 Receive a report, hold a discussion, and give staff direction regarding the City's federal legislative efforts.

[Estimated Presentation/Discussion Time: 60 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - FY 2026 Funding Chart
Exhibit 3 - Housing and Homelessness Update
Exhibit 4 - Opportunity Zones
Exhibit 5 - Budget Reconciliation Act Overview
Exhibit 6 - Presentation

B. ID 25-1537 Receive a report, hold a discussion, and give staff direction regarding Audit Project 043-Animal Services: Follow-Up Review.

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet.pdf
Exhibit 2 - Follow-Up Review of the Audit of Animals Services.pdf
Exhibit 3 - Presentation.pdf

Following the completion of the Work Session, the City Council will convene in a Closed Meeting in the Council Work Session Room to consider specific item(s) when these items are listed below under the Closed Meeting section of this agenda. The City Council reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

1. Closed Meeting:

A. ID 25-1687 Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086.

Receive information from staff regarding the energy cost adjustment schedule of rates for large load commercial customers that include public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same.

This agenda item is related to Consent Agenda item ID 25-1688 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

Any final action, decision, or vote on a matter deliberated in a Closed Meeting will only be taken in an Open Meeting that is held in compliance with Texas Government Code, Chapter 551, except to the extent such final decision, or vote is taken in the Closed Meeting in accordance with the provisions of Section 551.086 of the Texas Government Code (the 'Public Power Exception'). The City Council reserves the right to adjourn into a Closed Meeting or Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda or to reconvene in a continuation of the Closed Meeting on the Closed Meeting items noted above, in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

NOTE: Any item for which a formal action at the Regular Meeting has been taken by Council may be subject to a request for a motion for reconsideration at any time during the meeting, at the Concluding Items Section, or after the meeting. In order to comply with the Texas Open Meetings Act, a request for a motion for reconsideration made during, at the end of, or after a Council meeting will be placed on the agenda and considered at the next official meeting of the City Council.

Following the Closed Meeting, the City Council will reconvene in Open Meeting to take action, if any, on matters discussed in closed session.

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE SPECIAL CALLED MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS FOR CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION IMMEDIATELY FOLLOWING THE CLOSED MEETING.
CONSIDERATION OF THE PUBLIC HEARINGS WILL CONVENE AT 6:30 P.M.

4. CONSENT AGENDA

Each of these items is recommended by Staff or a board, commission, and committee. Approval thereof will be strictly on the basis of those recommendations. Approval of the Consent Agenda authorizes the City Manager or his designee to implement each item in accordance with the Staff recommendations. The City Council has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

For those items recommended by a specific board, commission, or committee, the agenda item will reference that recommendation. To view the video of the related board, commission, or committee meeting, as applicable, a link can be found within the applicable supporting documentation (Exhibit 1).

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A –S). This listing is provided on the Consent Agenda to allow Council Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

A. ID 25-067 Consider approval of the minutes of the September 9, 2025 Special Called Meeting.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - September 09, 2025 Special Called Meeting Minutes

B. ID 25-091 Consider nominations/appointments to the City of Denton Public Art Committee.

Attachments: Exhibit 1 - Agenda Information Sheet

C. ID 25-1530 Consider adoption of an ordinance of the City of Denton, authorizing the City Manager to execute a funding agreement between the City of Denton and the Denton Affordable Housing Corporation; to expend HOME Investment Partnership Program funds for operating expenses; authorizing the expenditure of funds in an amount not to exceed $46,711.59 and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - 2025-26 CSAC Funding Recommendations and Descriptions
Exhibit 3 - Agency Ordinance - Agreement

D. ID 25-1769 Consider adoption of an ordinance of the City of Denton waiving roadway impact fees in

an amount not to exceed $140,600.00 for the McAdams Haven apartments to be located at approximately 900, 914, and 920 Lindsey St and 1518 Bernard St, Denton, Texas 76201; and providing an effective date

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Ordinance 24-1125 (Roadway Impact Fees)

E. ID 25-1688 Consider adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates for electric service; amending the Large Load Energy Cost Adjustment; providing for a repealer; providing for a severability clause; and providing effective dates for this ordinance and the schedule of rates. The Public Utilities Board recommends approval (5-0).

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Rate Ordinance Redline
Exhibit 3- Rate Ordinance

F. ID 25-1714 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a Solid Waste Services Contract to provide solid waste services to Legends Ranch Municipal Utility District of Denton County; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment
Exhibit 3 - Presentation

G. ID 25-1715 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a Solid Waste Services Contract to provide solid waste services to Denton County Municipal Utility District No. 16; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment

H. ID 25-1727 Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to Section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 12 concrete pours, concrete pumps, and generators to run pumps and lights related to construction of a new multifamily development located at 3309 N Bonnie Brae St; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 2:00 a.m. to 7:00 a.m., with sound not to exceed 91 decibels; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Aerial Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Request Backup
Exhibit 7 - Noise Ordinance Exception

I. ID 25-1868 Consider adoption of an ordinance adopting a schedule of fees for the Denton Fire Department; superseding all prior fees in conflict with such schedule; providing severability; providing a repealer; and establishing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet.pdf
Exhibit 2 - Fire Fee Schedule Corrections (Redline).pdf
Exhibit 3 - Fire Fee Schedule Ordinance.pdf

J. ID 25-1847 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute cash sponsorship agreements between the City of Denton and the Denton Black Film Festival Institute, Inc., ($12,000), Denton County Friends of the Family - Explorium Coffee Crawl ($2,000), Denton County Friends of the Family - Friends of the Badge ($2,932), Denton County Friends of the Family - Touch a Truck ($2,500), Denton Music and Art Collaborative - Joan of Bark ($2,000), Greater Denton Arts Council, Inc., ($3,768), Instant Film Society - PolaCon 2026 ($1,000), and Texas Veterans Hall of Fame ($2,000), which are nonprofit organizations located within the City of Denton and awarded cash sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

K. ID 25-1848 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute cash and in-kind sponsorship agreements between the City of Denton and the Denton Black Chamber of Commerce - Denton Blues Festival 2026 (cash $4,000, in-kind $14,140), Denton Community Market (cash $11,800, in-kind $6,690), Denton Day of the Dead Festival (cash $8,000, in-kind $16,120), Denton Festival Foundation - Denton Arts and Jazz Festival 2025 (cash $20,000, in-kind $70,800), Denton Holiday Festival Association - Denton Holiday Lighting Festival 2025 (cash $6,000, in-kind $10,160), Denton Main Street Association (cash $10,000, in-kind $80), Denton Parks Foundation - Juneteenth 2026 (cash $4,000, in-kind 19,090), Denton Music and Art Collaborative - Amplify Denton 2026 (cash $2,600, in-kind $860), Denton Music and Art Collaborative - Monster Dash 2025 (cash $1,800, in-kind $410), Friends With Benefits - Boil Buddies Bash 2026 (cash $3,000, in-kind $260), North Texas State Fair Association - North Texas Fair and Rodeo 2026 (cash $10,000, in-kind $4,780), Texas Filmmakers Corporation - Thin Line Fest 2026 (cash $8,000, in-kind $7,470), United Way of Denton County - Peterbilt Parade 2025 (cash $800, in-kind $2,710), and Kiwanis Youth Services - July 4th Jubilee and Fireworks (cash $26,800, in-kind

$16,020), which are nonprofit organizations located within the City of Denton and awarded cash and in-kind sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

L. ID 25-1849 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute in-kind sponsorship agreements between the City of Denton and Denton Area Running Club - Turkey Trot 2025 ($5,000), Denton Parks Foundation - Dog Days of Denton 2026 ($3,340), Tejas Storytelling Association - Texas Storytelling Festival 2026 ($5,750), and the University of North Texas - 2025 Nightmare on Elm Street Basketball Tip-Off ($5,670), which are nonprofit organizations located within the City of Denton and awarded in-kind sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

M. ID 25-1821 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the NCTCOG TA Grant Design for the Engineering Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-010 - Professional Services Agreement for design services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $1,189,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Contract

N. ID 25-1822 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8689 for Armored Car Services for the Customer Service Department; and providing an effective date (RFP 8689).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

O. ID 25-1494 Consider a resolution of the city of Denton allowing The Bearded Monk to sell alcoholic beverages at the Denton Day of the Dead Festival, on Saturday, October 25, 2025 from 11:00 a.m. to 10:00 p.m., at Williams Square (179 E. Hickory Street), and on Industrial Street at Mulberry street; upon satisfying certain conditions; authorizing the city manager to execute an agreement in conformity with this resolution; and providing for an effective date.

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Resolution and Agreement

P. ID 25-1698 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal

corporation, authorizing the City Manager to execute a Professional Services Agreement with Inpowerd LLC, for consulting services related to Electric Regulatory Compliance for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8840 - awarded to Inpowerd LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $750,000.00). The Public Utilities Board recommends approval (5 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Evaluation Sheet
Exhibit 3 - Ordinance and Contract

Q. ID 25-1671 Consider adoption of an ordinance of the City of Denton granting a noise exception for the Nightmare on Elm Street Basketball Tip-off event which will be held on Wednesday, October 22, 2025, at Elm Street between Hickory Street and Oak Street; and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

R. ID 25-1721 Consider adoption of an ordinance of the City of Denton granting a noise exception for the 1000 Denton DJs event which will be held on Friday, November 14, 2025, from 4:00 p.m. to 8:00 p.m., at Wolff's Park (108 Industrial St.); and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

S. ID 25-1785 Consider adoption of an ordinance of the City of Denton granting a noise exception for the Fits and Frights Market event which will be held on Saturday, October 18, 2025 from 1:00 p.m. to 5:00 p.m., at Denton Yarnworks (934 N. Locust Street); and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

5. ITEM FOR INDIVIDUAL CONSIDERATION

A. A25-0001 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Govt Code Sec. 43.0672, between the City of Denton and Double R Devco, LLC for the provision of city services to approximately 15.011 acres of land, generally located north of West University Drive (US 380) and approximately half a mile west of Golden Hoof Drive; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0001, Hickory Grove MF 2, Mia Hines)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Municipal Services Agreement and Annexation Schedule Ordin
Exhibit 4 - Presentation

6. PUBLIC HEARINGS

A. A25-0001a Hold a public hearing and consider a petition for voluntary annexation of approximately 15.011 acres of land, generally located north of West University (US 380) and approximately half a mile west of Golden Hoof Drive into the City of Denton, Denton County, Texas. (A25-0001a, Hickory Grove MF 2, Mia Hines)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Presentation

B. CA25-0002a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a Comprehensive Plan amendment on approximately 33.5 acres from Rural Areas Future Land Use designation to Light Industrial Future Land Use designation, generally located south of US380 beginning 0.5 miles east of Geesling Road and extending approximately 0.5 miles east to North Trinity Road in the City of Denton, Denton County, Texas, and on approximately 21.8 acres from Low Residential Future Land Use designation to Community Mixed Use Future Land Use designation, generally located north and south of US380, beginning at North Trinity Road and extending approximately 0.4 miles east in the City of Denton, Denton County, Texas; adopting an amendment to the City's official Future Land Use Map; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Garland and seconded by Commissioner Ketchersid. (CA25-0002a, US380 Corridor FLUM Amendment, Erin Stanley)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Future Land Use Map
Exhibit 5 - Proposed Future Land Use Map
Exhibit 6 - Notification Map
Exhibit 7 - Draft Ordinance
Exhibit 8 - Presentation

C. Z25-0012a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Mixed Use Neighborhood (MN) zoning district to Suburban Corridor (SC) zoning district on approximately 1 acre of land generally located south of Loop 288 Service Road and north of Randall Street, approximately 800 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning

Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (Z25-0012a, N Loop 288 MN to SC Rezone, Erin Stanley)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Fiscal Impact Summary
Exhibit 11 - Draft Ordinance
Exhibit 12 - Presentation

D. Z25-0016a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification of the portion of Mixed Use Neighborhood (MN) zoning district on an approximately 1 acre lot to Suburban Corridor (SC) zoning district generally located south of Loop 288 Service Road and north of Randall Street, approximately 650 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Garland. (Z25-0016a, CSM Denton Rezone, Erin Stanley)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Fiscal Impact Summary
Exhibit 11 - Draft Ordinance
Exhibit 12 - Presentation

7. ITEMS FOR INDIVIDUAL CONSIDERATION - CONTINUED

A. ID 25-1217 Consider approval of a resolution of the City Council of the City of Denton, Texas consenting to the annexation of certain land into Denton County Municipal Utility District No. 16, and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution

B. ID 25-1218 Consider adoption of an ordinance of the City of Denton authorizing the city manager to execute a first amendment to the Amended and Restated Development Agreement with VS Development, LLC and Denton County Municipal Utility District No. 16 to consent to annexation of property into the District, provide for additional contributions for Jackson Road, and amend the Strategic Partnership Agreement with Denton County Municipal Utility District No. 16; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment
Exhibit 3 - Presentation

C. A25-0001b Conduct the first of two readings of an ordinance of the City of Denton, Texas, annexing approximately 15.011 acres of land, generally located north of West University Drive (US 380) and approximately half a mile west of Golden Hoof Drive to the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A25-0001b, Hickory Grove MF 2, Mia Hines)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Draft Annexation Ordinance
Exhibit 6 - Presentation

8. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the City Council or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

B. Possible Continuation of Closed Meeting topics, above posted.

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on October 8, 2025, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 14, 2025

SUBJECT

Meeting Questions, Responses & Handouts.

BACKGROUND

City Councilmembers direct questions related to items on the agenda to City staff. The questions are assigned to applicable departments and corresponding responses are compiled to a Question & Answer Report (Q&A) which is placed in a file directory for the applicable meeting. Selecting the link above will gain access to the final version of the Q&A for this meeting, which will be available prior to the start of the meeting.

Periodically during a meeting, handouts are distributed to members of the City Council. Any information distributed at this meeting will also be added to the directory by 12:00 p.m. on the business day following the meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
Interim City Secretary

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

CM/DCM/ACM: **Sara Hensley**

DATE: **October 14, 2025**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the City's federal legislative efforts.

BACKGROUND

The City of Denton actively engages in federal advocacy to secure funding and support for local priorities. In collaboration with our federal legislative consultant, Capital Edge, the City continues to communicate with federal lawmakers and agencies to effectively represent and promote its interests.

DISCUSSION

Staff will present information on the City's federal advocacy objectives and Community Project Funding (CPF) requests, and the City's achievements in 2025. Capital Edge will discuss outstanding Congressional matters, local government priorities, and the current government shut down.

EXHIBITS

1. Agenda Information Sheet
2. FY 2026 Funding Chart
3. Housing and Homelessness Update
4. Opportunity Zones
5. Budget Reconciliation Act Overview
6. Presentation

Respectfully submitted:
Kristi Fogle
Chief of Staff

Capital Edge

Funding for Federal Programs

(In Millions of Dollars)

http://www.capitaledge.com

Table of Contents

Agriculture ---------- 3
Commerce ---------- 4
Education & Related Agencies ---------- 5
Energy & Water Resources ---------- 6
Environmental Protection Agency ---------- 7
Health & Human Services ---------- 8
Homeland Security ---------- 10
Housing & Urban Development ---------- 11
Interior & Related Agencies ---------- 12
Justice ---------- 13
Labor ---------- 14
Transportation ---------- 15-17

Agriculture

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate
Child Nutrition Programs	33,266	33,266	35,784	35,784	36,285
SNAP	122,383	122,583	118,133	118,141	118,139
WIC	7,030	7,697	7,306	7,597	8,200

Commerce

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Economic Development Administration	468	468	30[1]	325	400
- Public Works Grants	100	100			100
- Partnership Planning	35	35			36
- Technical Assistance	14	14			16
- Trade Adjustment Assistance	14	14			14
- Economic Adjustment Assistance	33	33			51
- Coal Communities	75	75			0
- Nuclear Communities	0	0			0
- Energy Transition Communities	0	0			0
- Regional Innovation	50	50			50
- STEM Apprenticeship	50	50			3
- Recompete Pilot	0	0			15
- Regional Technology Innovation Hubs	41	41			60

[1] The requested funding is for the orderly closure of the agency.

Education & Related Agencies

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Corporation for National & Community Service (America First Corps)	1,263	1,263	32[1]	643	1,253
Education for the Disadvantaged (Title I)	18,406	18,406	18,406	13,912	18,457
Institute of Museum & Library Services	295	295		292	292
- Library Grants to States	180	180		180	183
- Library Leadership Grants	15	15	6[2]	15	15
- L Bush 21st Century Librarian	10	10		10	10
- Museum Grants	61	61			43
Nita M. Lowey 21st Century Learning Centers	1,330	1,330	0[3]	1,330	1,330

[1] The requested funding is for the orderly closure of the agency.
[2] The requested funding is for the orderly closure of the agency.
[3] The President proposes to consolidate 18 competitive and formula K-12 grant programs funded at $6.45 billion in FY 2025 into a state formula grant (*K-12 Simplified Funding Program*) funded at $2 billion

Energy & Water

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House	FY 2026 Senate
Bureau of Reclamation Title XVI[1]	30	30	0	41	
Bureau of Reclamation - WaterSMART[2]	54	54	0	14	
Corps of Engineers - Construction[3]	1,845	1,845	1,558	2,555	
Corps of Engineers - Investigations[4]	132	132	130	200	
Corps of Engineers – O&M[5]	5,553	5,553	2,330	6,140	
WIFIA (Corps of Engineers) [6]	7	7	0	5	

[1] IIJA includes an additional $550m for Title XVI for FY 2022 through FY 2026
[2] IIJA includes an additional $400m for WaterSMART for FY 2022 through FY 2026
[3] IIJA includes an additional $11.65b for Corps civil works construction for FY 2022 through FY 2026
[4] IIJA includes an additional $150m for Corps civil works investigations for FY 2022 through FY 2026
[5] IIJA includes an additional $4b for Corps civil works O&M for FY 2022 through FY 2026
[6] IIJA includes an additional $75m for Corps WIFIA

Environmental Protection Agency[1]

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Brownfields	98	98	80		98
Clean Water SRLF	1,639[2]	1,639	155	895[3]	1,639[4]
Diesel Emission Reduction Grants	90	90	0		60
Drinking Water SRLF	1,126[5]	1,126	155	1,208[6]	1,126[7]
Sewer Overflow & Stormwater Reuse Grants	41	41	41		39
Water Infrastructure Workforce	5	5	5		5
WIFIA (EPA)	72	72	8	65	65

[1] IIJA provides advance FY 2022-FY 2026 appropriations for EPA programs as follows:

- $11.713b for the Clean Water SRLF
- $11.713b for the Drinking Water SRLF
- $15b for the Drinking Water SRLF for lead pipes
- $1b for the Clean Water SRLF for emerging contaminants
- $9b for the Drinking Water SRLF for emerging contaminants
- $1.5bfor Brownfields
- $75m for Material Recycling Grants
- $5b for Clean School Bus Grants

[2] $788m is for earmarks
[3] $559 m is for earmarks
[4] $350 m is for earmarks
[5] $632 m is for earmarks
[6] $490 m is for earmarks
[7] $248 m is for earmarks

Health & Human Services[1]

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
ARPA-H	1,500	1,500	945	945	1,500
Aging Services Programs (Health & Independence)	2,548	2,548	1,898	2,508	2,528
Behavioral Health Innovation Block Grant	NA	NA	4,126	NA	NA
CDC Immunization	919	919	963	931	913
CDC Public Health Prep & Response (State & Local)	735	735	588	735	735
Childcare Block Grant	8,746	8,746	8,746	8,746	8,831
Community Services Block Grant	770	770	0	775	770
Head Start	12,272	12,272	12,272	12,272	12,357
Healthy Start	145	145	0	0	145
Health Care Readiness and Recovery (Hosp Prep)	305	305	0	65	309
LIHEAP	4,025	4,025	0	4,035	4,045
Maternal & Child Health Services Block Grant	813	813	767	604	800
Mental Health Block Grant	1,007	1,007	NA	1,017	1,007
Mental Health Programs	NA	NA	1,463	NA	NA
Refugee & Entrant Assistance	6,327	6,327	4,243	4,293	5,691
Runaway & Homeless Youth	146	146	146	125	125
Ryan White AIDS Programs	2,571	2,571	2,498	2,046	2,571
Social Services Block Grant	1,700	1,700	1,700	1,700	1,700

[1] The President proposes a major reorganization of HHS agencies and program and to create a new Administration for a Healthy America, which would combine select programs from multiple HHS agencies. Overall, the proposal would consolidate 28 operating divisions in 15 and consolidate an array of programs into block grants.

Health & Human Services[1]

State Opioid Response Grants	1,575	1,575	NA	1,575	1,595
Substance Abuse Treatment	4,159	4,159	NA	4,009	4,184
Substance Abuse Prevention	236	236	NA	205	237

[1] The President proposes a major reorganization of HHS agencies and program and to create a new Administration for a Healthy America, which would combine select programs from multiple HHS agencies. Overall, the proposal would consolidate 28 operating divisions in 15 and consolidate an array of programs into block grants.

Homeland Security

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate
Disaster Relief Fund	20,261	22,510	26,474	26,474	
Emergency Food & Shelter	117	117	117	105	
Emergency Management Performance Grants	320	320	320	335	
Firefighter Assistance Grants	324	324	324	360	
Flood Hazard Mapping	281	281	281	313	
Nonprofit Security Grant Program	275	275	275	335	
Port Security Grants	90	90	50	100	
Rail & Transit Security Grants	95	95	50	95	
SAFER Firefighter Hiring	324	324	324	360	
State Homeland Security Grants	468	468	351[1]	520	
Urban Area Security Initiative	554	554	416[2]	615	

[1] The President proposes to require a new, 25% non-federal match for the program.
[2] The President proposes to require a new, 25% non-federal match for the program.

Housing & Urban Development & Related Agencies

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
CDBG Formula	3,300	3,300	0	3,300	3,100
Choice Neighborhoods	75	75	0	0	60
Community Development Financial Institutions	324	324	33		
Homeless Assistance (Consolidated)[1]	NA	NA	4,024	NA	NA
Homeless Assistance – Continuum of Care	3,544	3,544	0	3,858	4,023
Homeless Assistance – Emergency Solutions	290	290	0	290	290
HOME	1,250	1,250	0	0	1,250
HOPWA	505	505	0	505	529
Lead Hazard & Healthy Homes	345	345	0	296	296
PRICE (Manufactured Housing Community Grants)	10	10	0	0	10
Public Housing Fund	8,810	8,810	0	7,334	8,397
Section 8 Tenant-Based Renewals	28,500	32,145	0	31,267	37,354
Section 8 Project-Based	16,010	16,490	0	16,726	17,804
Section 108 Loan Limit	400	400	0	300	400
Section 202 Elderly Housing	913	931	0	950	972
Section 811 Disabled Housing	208	257	0	262	265
State Rental Assistance Program[2]	NA	NA	31,187	NA	NA
YIMBY PRO-Housing Grants	100	100	0	0	60

[1] The President proposes to consolidate Continuum of Care, Emergency Solutions Grants, and HOPWA

[2] The President proposes to consolidate the Public Housing Fund, Section 8, Section 202, and Section 811 into a state block grant, with a two-year cap on rental assistance for able-bodied, working age households.

Interior & Related Agencies

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Historic Preservation Fund	189[1]	169[2]	11[3]	169	168
National Endowment for the Arts	207	207	29[4]	135	207
National Endowment for the Humanities	207	207	38[5]	135	207
LWCF – State Formula Grants	306	306	306	306	314
North American Wetlands Conservation Fund	49	49	49	49	49
Urban & Community Forestry	36	36	0		38

[1] $19.766 million is for earmarks
[2] The reduced funding reflects the elimination of earmarks
[3] All requested funding would be for HBCU grants
[4] The requested funding is for the orderly closure of the agency.
[5] The requested funding is for the orderly closure of the agency.

Justice

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Bulletproof Vests	30	30	30	30	30
CARA (Opioid Initiative)[1]	420	420	418	420	418
Community Trust Initiative					
- Bodyworn Cams	32	32	0	0	27
- Justice Reinvest	32	32	0	0	32
- Community Violence Intervention	50	50	0	0	55
COPS Hiring Grant	256	256	297	256	206
DNA & Forensic Grants	205	205	158	182	182
Byrne Discretionary[2]	350	0	0	403	153
Byrne Formula[3]	346	346	359	397	495
Juvenile Justice	375	375	301	327	380
NICS Upgrade Grants	88	88	88	88	87
Project Safe Neighborhoods	19	19	40	20	19
Second Chance Act Grants	117	117	117	106	116
Victims of Trafficking Grants	88	88	88	88	88
Violence Against Women	713	713	505	641	720

[1] CARA includes several programs: Drug Courts, Prescription Drug Monitoring, Residential Substance Abuse Treatment & Veterans Treatment Courts.

[2] All funding is allocated to Community Project Funding

[3] In addition to funds provided by regular appropriations, the Safer Communities Act (bipartisan gun control bill) include a supplemental appropriation of $150m for Byrne Formula Grants in FY 2023 and FY 2024

Labor

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Adult Employment & Training	886	886	0	0	876
Apprenticeship Grants	285	285	0	285	285
Community Service Employment for Older Americans	405	405	0	0	395
Dislocated Workers (Block Grant)	1,077	969	0	1,095	1,095
Dislocated Workers (National)	301	301	0	325	301
Make America Skilled Again[1]	NA	NA	2,966	NA	NA
Job Corps	1,760	1,760	176	880	1,760
Reentry Employment Opportunities	115	115	0		110
Youth Employment & Training	948	948	0	0	948
Youthbuild	105	105	0	105	105

[1] The President's Budget proposes to consolidate 11 different programs (including Adult Employment and Training Activities; Youth Activities; Dislocated Worker Employment and Training Activities; Dislocated Worker National Reserve; Indian and Native American Programs; National Farmworker Jobs Program; Reentry Employment Opportunities; Apprenticeship; Workforce Data Quality Initiative; and YouthBuild) into one workforce development funding stream called the Make America Skilled Again grant program, with states required to use 10% of their allocation for apprenticeship activities.

Transportation

IIJA Funding

IIJA provides advance funding for an array of transportation programs for FY 2022-FY 2026. These advance appropriations are in addition to regular funding provided by the annual appropriations bills and should be added to the numbers in the chart below.

- For example, IIJA provides $1.5 billion per year for RAISE and the FY 2024 Transportation Appropriations Act provides $345 million, for an FY 2024 total of $1.845 billion

FAA

- Airport Terminal Grants: $1b/year
- Airport Facilities & Equipment: $1b/year

OST/FHWA:

- Bridge Discretionary: $2.52b/year
- Charging & Refueling Discr: $500m/year
- INFRA: $1.64b/year
- MEGA: $2b/year
- PROTECT Discretionary: $280m/year
- RAISE: $1.5b/year
- Reconnecting Communities: $100m/year
- Safe Streets & Roads for All: $1b/year
- SMART: $100m/year

FRA:

- Amtrak NE Corridor: $1.2b/year
- Amtrak National Network: $3.2b/year
- CRISI: $1b/year
- Federal-State Partnership for Intercity Passenger Rail: $1.5b/year
- Railroad Grade Crossing Elimination: $600m/year

FTA:

- Bus & Bus Facilities: $468m/year
- Capital Investment Grants: $3b/year
- No or Low Emission Buses: $1.125b/year

Transportation

(see above on page 14 for IIJA funding amounts that are in addition to annual appropriations in the table)

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Airports					
Airport Facilities & Equipment	3,191	3,221	4,000	4,000	4,000
Airport Improvement Program (Regular Trust Fund Program)	3,350	4,000	4,000	4,000	4,000
Airport Improvement Program (General Fund Appropriation)	532[1]	50	0	313[2]	320[3]
Highways/Multimodal					
Federal-Aid Highways	60,096	61,314	62,657	62,657	62,657
Highway Infrastructure Programs	2,225[4]	341	0	1,369[5]	1,136[6]
INFRA	0	0	770	200	0
RAISE	345	345	0	0	250

[1] $482m is for earmarks
[2] $284m is for earmarks and $30m if for PFAS-free firefighting foam transition
[3] $269m is for earmarks
[4] Earmarks ($1.884b), Appalachian Highways ($100m), Tribal Transportation ($150m), Northern Border Commission ($18m), Denali Commission ($10m), Scenic Byways ($7.5m), and Bridge Discretionary ($250m)
[5] $954m is for earmarks, $200m is for tribal grants, $200m is for truck parking grants, and $10m is for Active Transportation Infrastructure Grants
[6] $581m is for earmarks

Transportation

(see above on page 14 for IIJA funding amounts that are in addition to annual appropriations in the table)

PROGRAM	FY 2024	FY 2025	FY 2026 President	FY 2026 House (Committee)	FY 2026 Senate (Committee)
Intercity Passenger Rail					
Amtrak – Northeast Corridor	1,141	1,141	850	925	850
Amtrak – National Network	1,286	1,286	1,577	1,387	1,577
Federal-State Partnership for Intercity Passenger Rail	75	75	500	0	75
Rail Infrastructure & Safety Grants (CRISI)	199[1]	100	0	538[2]	100
Transit					
Formula Grants	13,990	14,279	14,642	14.462	14,462
Capital Investment Grants	2,205	2,205	2,205	1,650	1,950
Transit Infrastructure Grants	252[3]	46	0	97[4]	141[5]

[1] $99m is for earmarks
[2] $38m is for earmarks
[3] $206m is for earmarks, with the remainder for ferries and small technical assistance programs
[4] $96m is for earmarks and %1.5m is for bus testing
[5] $59m is for earmarks

Senate Road to Housing Bill (S 2651)

Senate Banking Committee Chair Tim Scott (R-SC) and Ranking Member Elizabeth Warren (D-MA) unveiled bipartisan housing legislation that the Committee approved in late July.

The overall goals of the bill as outlined in the press release are to:

- Expand and preserve housing supply by
  - Removing regulatory barriers to housing development,
  - Increasing and preserving existing housing,
  - Promoting innovative construction methods, including expanding access to modular and manufactured housing, and
  - Addressing neighborhood blight and supports communities recovering from natural disasters,
- Improve housing affordability and access by,
- Advance accountability and fiscal Responsibility, and
- Improve oversight and program integrity.

Some highlights of the bill include:

- The **Build Now Act** (section 206), which is designed to incentivize housing production by providing bonus funding to CDBG entitlement cities and counties with a housing unit growth rate at or above the median housing unit growth rate, offset by a 10% cut to the formula allocation to some CDBG entitlement cities and counties with a housing unit growth rate below the median, with an exception for entitlement cities and counties with low housing costs, high vacancy rates, or without the legal authority to enact or update zoning and permitting ordinances (and for those that experienced a major disaster over the previous year),
- An **Innovation Fund** (section 209), a competitive pot of flexible funding authorized at $200 million per year for 25 annual grants to communities that are building more housing supply (eligible uses would include projects eligible under CDBG and BUILD, matching for SLRF loans and grants, and affordable housing construction),
- The **Accelerating Home Building Act** (section 210), which would authorize funding (such sums as are necessary) for a new HUD grant program to help communities establish preapproved housing designs, or pattern books, to help streamline and expedite local construction processes and build more homes (targeted toward "missing middle" housing such as accessory dwelling units, multiplexes, cottage courts, courtyard buildings, and townhouses),
- **Reauthorization of HOME** (section 502), details to follow,
- The **Reforming Disaster Recovery Act** (section 501), which would permanently authorize the CDBG-Disaster Recovery Program, establish a new Office of Disaster Management and Resiliency at HUD to manage the program, and create a Long-Term Disaster Recovery Fund at HUD with funds allocated by formula (details to follow),
- The **Housing Supply Frameworks Act** (section 203), which would require HUD to develop, within three years, best practice frameworks for zoning and land-use policies that identify and overcome barriers to housing development,

- The **Whole Homes Repair Act** (section 204), which would create a five-year pilot program authorized at $30 million per year, for grants and forgivable loans for holistic repairs to low- and moderate-income owner-occupied and rental housing to stabilize aging housing stock, preserve affordable housing, and support neighborhood revitalization,
- The **Build More Housing Near Transit Act** (section 211), which would amend the Capital Investment Grants (CIG) program at the Federal Transit Administration to provide an optional increased rating in the evaluation process for projects in areas that establish pro-housing policy near public transportation routes, and
- The **Revitalizing Empty Structures into Desirable Environments (RESIDE) Act** (section 212), which would create a competitive pilot discretionary program within the HOME Investment Partnerships program if the annual appropriation exceeds $1.35 billion to convert vacant and abandoned buildings into attainable housing.

The bill also includes environmental streamlining, streamlined HUD inspections, housing finance and appraisal changes, expansion of the Moving to Work Program, changes to homeless assistance programs, and a formal authorization of the PRICE Program for the improvement of manufactured housing.

The Banking Committee press release, which includes links to a section-by-section summary of the bill and the bill text, is at:
https://tinyurl.com/yn7jbzp3.

House HOME Reauthorization Bill

The draft bill, titled the HOME Reform Act of 2025, is the result of two rounds of stakeholder outreach conducted by Subcommittee Chair Mike Flood (R-NE) and Ranking Member Emanuel Cleaver (D-MO).

The duo kicked off the effort in April with a wide appeal for stakeholder feedback on reauthorization and modernization of HOME and its sister program, the Community Development Block Grant (CDBG). They followed up with a series of direct follow-up meetings (literally Flood and Cleaver sitting at a table taking notes and asking questions) with select stakeholders focused on HOME. Flood and Cleaver plan similar sessions later focused on CDBG.

They are aiming to mark up the HOME measure in October, as part of a bill that includes other housing reforms.

The most important changes that the draft bill would make HOME are:

- Adding "workforce-income families" to those that can be assisted by HOME, with workforce-income families defined as families up to 100 percent of median income for the area, with the Secretary allowed to adjust locally for family size and other variations such as construction costs, fair market rents, and unusually high or low incomes,
- Removing the requirement that HOME grantees prioritize housing rehabilitation and allow grantees to focus on rehabilitation, new construction, reconstruction, acquisition, or other eligible uses,
- Creating a new eligible use of HOME funds for infrastructure improvements related to a housing project assisted by HOME or LIHTC (only outside of CDBG entitlement jurisdictions),
- Making units occupied by a tenant receiving Tenant-Based Section 8 rental assistance eligible for assistance under HOME, notwithstanding the income and rent limits that qualify housing as eligible for HOME assistance in another part of the law,
- Clarifying that a land trust or similar mechanism meets the requirement that homeownership housing assisted by HOME meets the affordability resale restrictions in the statute,
- Extending the deadline for participating jurisdictions to commit HOME funds from 24 months to 36 months,
- Extending the deadline for CHDOs to commit HOME funds from 24 months to 36 months and redistributing unused CHDO funds back to the participating jurisdiction (rather than HUD) for any use eligible under HOME,
- Increasing from 12 units to 50 units the size of new housing construction projects that are exempt from Davis-Bacon Act prevailing wage requirements,
- Creating a categorical exemption for review under the National Environmental Policy Act (NEPA) for:

    - New construction housing units on infill lots in existing neighborhoods that are already served by public infrastructure,
    - Acquisition of real property for affordable housing,
    - Rehabilitation projects carried out by CHDOs, and
    - New construction projects of 20 units or less,
- Removing duplicative reviews for HOME-assisted projects that receive other federal funding,
- Exempting HOME from the Build America, Buy America Act, and
- Exempting HOME projects under 50 units from the requirements in 12 USC 1701u that require federally-assisted housing projects to, the extent feasible, employ low- and very low-income people.

The draft bill is at:
https://tinyurl.com/5cnvnp9s.

Homeless Executive Order

President Trump issued an Executive Order that calls for major changes to federal homeless programs. Most notably, the Order calls for a shift to forced institutionalization of people experiencing homelessness and an end to the Housing First approach to addressing homelessness.

Titled "Ending Crime and Disorder on America's Streets," the Order, like all Executive Orders, does not change any laws, create new programs, or provide new funding. (Only Congress can do those things.) Instead, it instructs various federal agencies to take a variety of actions to change policies within the confines of existing laws or to seek the reversal of court rulings that run counter to the Administration's preferred approach to homelessness.

Specifically, the Order instructs the Attorney General to:

- Take appropriate action to seek the reversal of federal or state judicial precedents and the termination of consent decrees that impede the Administration's policy of encouraging the forced civil commitment of people with mental illness who pose a danger to themselves or other people or are homeless and cannot car for themselves,
- Assist state and local governments via guidance, existing grant programs, or legally available means, for the adoption and implementation of maximally flexible civil commitment and institutionalization of people with mental illness who pose a danger to themselves or other people or are homeless and cannot car for themselves,
- Ensure that homeless people who are arrested for federal crimes to determine whether they are sexually dangerous person and certified accordingly for civil commitment,
- Assess federal resources to determine whether they may be directed to ensuring detainees with mental illness are directed to jails or hospitals,
- Review whether housing and homeless grant recipients are in violation of federal law, particularly are in violation of federal law, particularly 21 USC 856, which prohibits knowingly owning, renting, operating, using, or maintaining any space in which controlled substances are used,
- Prioritize funding to support the expansion of drug courts and mental health courts,
- Take all steps to ensure the availability of funds under the Emergency Federal Law Enforcement Assistance Program to support encampment removal efforts in areas where public safety is at risk and state and local resources are inadequate.

It instructs the Attorney General, Secretary of Health and Human Services, Secretary of Housing and Urban Development, and Secretary of Transportation to take immediate steps to assess discretionary grant programs and determine whether priority may be given to state and local government applicants that:

- Enforce prohibitions on open illicit drug use,
- Enforce prohibitions on urban camping and loitering,
- Enforce prohibitions on urban squatting,

- Enforce, and where necessary, adopt, standards that address individuals who are a danger to themselves or others and suffer from serious mental illness or substance use disorder, or who are living on the streets and cannot care for themselves, through assisted outpatient treatment or by moving them into treatment centers or other appropriate facilities via civil commitment or other available means, to the maximum extent permitted by law,
- Substantially implement and comply with, to the extent required, the registration and notification obligations of the Sex Offender Registry and Notification Act, particularly in the case of registered sex offenders with no fixed address, including by adequately mapping and checking the location of homeless sex offenders.

The Secretary of Housing and Urban Development is instructed to:

- Increase the accountability of grants awarded for homeless assistance, including by ending support for Housing First and other policies that deprioritize accountability and fail to promote treatment, recovery, and self-sufficiency, increasing competition among grantees through broadening the applicant pool, and holding grantees to higher standards of effectiveness in reducing homelessness and increasing public safety,
- Require recipients of federal housing and homeless assistance to increase requirements that program participants take part in substance abuse treatment or mental health services as a condition of participation,
- Freeze funding for housing and homeless assistance grantees that the Attorney general determines are in violation of federal law, particularly 21 USC 856, which prohibits knowingly owning, renting, operating, using, or maintaining any space in which controlled substances are used,
- Take appropriate measures and revise regulations as necessary to allow, where permissible under applicable law, federally funded programs to exclusively house women and children and to stop sex offenders who receive homelessness assistance through such programs from being housed with unrelated children, and
- Allow federal homeless grantees to collect health-related information from people provided with assistance and share the data with law enforcement authorities.

The Order charges the Secretary of Health and Human Services to:

- Ensure that discretionary substance abuse grant programs for not fund “harm reduction” or “safe consumption” programs,
- Provide technical assistance to outpatient treatment programs for drug addiction and mental illness during and after civil commitment to shift participant off public programs and into private housing and support networks, and
- Ensure that funds for Federally Qualified Health Centers and Certified Community Behavioral Health Clinics reduce rather than promote homelessness by supporting, to the maximum extent permitted by law, comprehensive services for individuals with serious mental illness and substance use disorder, including crisis intervention services.

The Administration argues that federal homeless programs have not worked, that most homeless people are addicted to drugs or suffering from mental illness and pose a threat to public safety, and that shifting homeless people into long-term institutional settings and the other policy changes outlined in the Order will improve public safety.

Critics of the Order, led by homeless advocates and civil liberties groups, argue that its implementation will criminalize homelessness, that forced institutionalization will violated civil liberties, and that Housing First provides the stability and wrap around services that help people overcome homelessness.

The Executive Order is at:
https://tinyurl.com/thjhyxmx.

The White House fact sheet is at:
https://tinyurl.com/htw8xrcz.

OPPORTUNITY ZONES

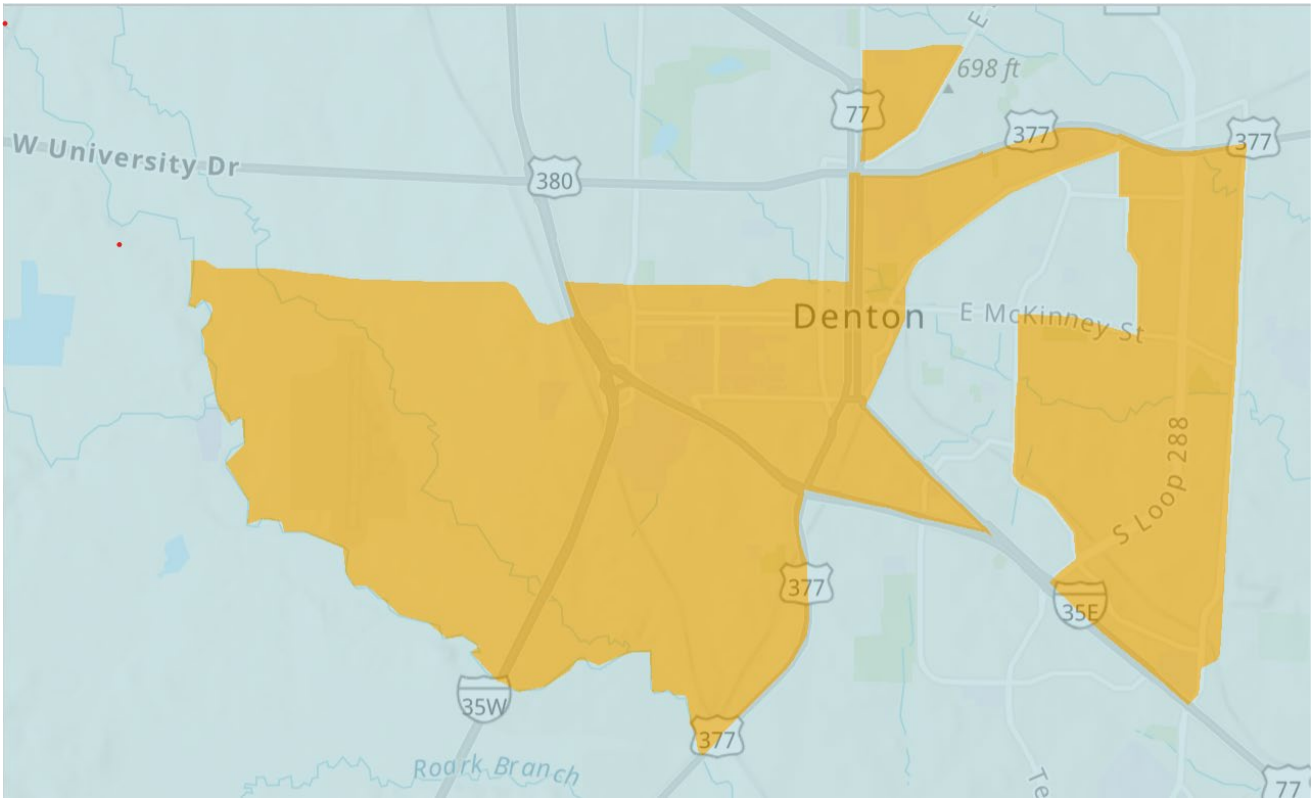
The recently enacted budget reconciliation law (PL 119-121) makes the Opportunity Zones Program permanent and makes a number of changes designed to better target investments and increase oversight and transparency.

In addition to making the program permanent, it authorizes governors to designate 25% of eligible census tracts in their state as Opportunity Zones every 10 years.

- Governors will make the next designations next year, with those designations effective beginning on January 1, 2027.

The designation of the next round of Opportunity Zones will be ***completely in the hands of governors***, so ***now is the time for local governments to begin identifying eligible census tracts that they would like their governor to designate***.

The Economic Innovation Group, an organization that advocates Opportunity Zones and similar programs, has a mapping tool that illustrates which census tracts are eligible under the new criteria:
https://tinyurl.com/2p9pu35m.



Denton Census tracts eligible for designation include:

- 205.08,

- 206.01,
- 206.05,
- 208,
- 210,
- 212.03,
- 212.04, and
- 213.01.

The law makes several other changes to the program. Most notably, it:

- Removes the language that allows census tracts that are contiguous to eligible census tracts to be designated as an Opportunity Zone,
- Changes census tract eligibility from a poverty rate of 20% ***or*** a median family income that is 80% or less of the state or metro area median family income to a census tract with a median family income that is 70% or less of the state or metro area median family income ***or*** a census tract that has a poverty rate of 20% and a median family income that is 125% or less of the state or metro area median family income,
- Enhances tax benefits for investors,
- Creates new reporting requirements (with fines for noncompliance) for Opportunity Zone investors (amount of investment, value of property owned by the investor, the number of residential units owned by the investor, number of full-time employees employed by the investor, and other data), and
- Creates new reporting requirements (and appropriates $15 million for the Treasury to do the reporting) for the Treasury Department on Opportunity Zones (number of Opportunity Funds, aggregate amount of assets held in Opportunity Funds, the percentage of qualified census tracts that have received Opportunity Fund investments, number of people employed by Opportunity Zone businesses, aggregate amount of residential units created by Opportunity Funds, and detailed comparisons to outcomes in similar census tracts that are not designated as an Opportunity Zone).

One interesting note: the law creates a “dead year” for current Opportunity Zones. Current designations will remain in effect through the end of 2028, but investments made in them after January 1, 2026 will be subject to current law rules, including the December 31, 2026 sunset date for deferral of capital gains. As a result, people are unlikely to invest in currently designated Opportunity Zones in 2027.

Budget Reconciliation Act (OBBA) Overview

At the broadest level, most of the law's (PL 119-21) impacts on local governments are indirect.

- Those indirect impacts will depend on how states change their budgets to accommodate the law's changes to Medicaid and SNAP and how those changes to the state budget impact programs that directly provide funds to the City.
- The SNAP changes will create new work requirements for some recipients and require the states to cover part of the cost of SNAP.
- The Medicaid changes include new work requirements, more frequent eligibility checks, and shifting costs to the states.

Nevertheless, the law includes several items of direct interest to local governments:

- The bill does **NOT** include any change to the tax-exempt status of municipal bonds or private activity bonds,
- The bill increases the cap on the SALT deduction from $10,000 to $40,000 (increasing by 1$ per year) for taxpayers earning less than $500,000 for 2025 through 2029,
- No moratorium on state and local regulation of AI (included in the original House-passed version bill but struck (99-1) by the Senate)
- A permanent extension and expansion of Low Income Housing Tax Credit,
- Permanent extension of New Markets Tax Credits,
- Provides permanent extension of and changes to the Opportunity Zones Program,
- A $625 million appropriation for Homeland Security grants to FIFA 2026 World Cup host cities,
- Rescission of unobligated balances from almost all IRA grant programs, including Neighborhood Access and Equity, the Greenhouse Gas Reduction Fund, Climate Pollution Reduction Grants, Green and Resilient Retrofit for Multifamily Housing, and Diesel Emission Reduction Grants,
- A $12 billion appropriation to improve Air Traffic Control, and
- New Customs and Border Protection agents at international airports as part of the bill's $60 billion appropriation for the agency.

In addition, the law phases out most of the Inflation Reduction Act clean energy tax credits.

- Wind and solar projects that begin construction by July 4, 2026 get the tax credit.
- Wind and solar projects that begin construction after July 4, 2026 must be place in service by December 31, 2027 to receive the tax credit.

Increase spending (including tax expenditures) by approximately $5 trillion over 10 years

- Extension of individual and corporate tax cuts enacted in 2017 that are set to expire at the end of this year (approximately $4.354 trillion)
- New individual and corporate tax cuts (approximately $702 billion)
- Supplemental appropriations for immigration, border, and customs enforcement ($185 billion)

- Increase Department of Defense spending ($150 billion)

Savings over 10 years – about $2 trillion

- Reductions in Medicaid spending (approximately $1 trillion)
- Reductions in SNAP (food stamps) spending ($186 billion)
- Elimination or phase out of clean energy investment and production tax breaks from the 2022 Inflation Reduction Act (IRA) ($543 billion)
- Rescission of unobligated balances from IRA grant programs ($18 billion)



Federal Legislative Briefing

Kristi Fogle, Chief of Staff
Ralph Garboushian, Capital Edge
Debra DeHaney-Howard, Capital Edge

Item# 25-1857, October 14, 2025

Overview

- General Advocacy Objectives
- Community Project Funding Requests (Earmarks)
- 2025 Accomplishments – Grants
- Capital Edge Briefing

Federal Advocacy Objectives

- Secure federal grant funding
- Engage legislators on areas of legislation that impact the City
- Monitor and participate in the federal rulemaking process

Community Project Funding

- Community Project Funding requests (also called earmarks) allow legislators to allocate funding to specific projects in their districts.
- The practice of earmarks was discontinued in 2011 and reinstated by Congress in 2021.
- Individual Congressional members retain the discretion to establish their office policies regarding earmark requests, and until 2024, none of the Denton delegation members accepted earmark requests.
- Congressmen Ronny Jackson and Brandon Gill now accepts earmark requests.
- Staff have actively engaged in the FY25 earmark request process by submitting three proposals to Rep. Ronny Jackson's office.

2024-25 Community Project Funding Requests

- In March 2024, the City submitted three requests to Congressman Jackson's Office.
  - Denton PD Special Event/Downtown Security Protective Barriers (Bollards) – $1,296,000 (80%)
  - Hickory Creek Wastewater Interceptor Project – $560,000 (80% of design cost)
  - North Masch Branch Wastewater Improvement Project— $6,960,000 (80%)
- In April 2024, Congressman Jackson notified the City of his intention to include the North Masch Branch Wastewater Improvement Project in his submissions to the House Appropriations Committee at $4,342,240 (50% of the total project cost).
- In June 2024, the Transportation-HUD Appropriations Subcommittee released the Community Project Funding table for the FY 2025 Transportation-HUD Appropriations bill, which included $2 million for the Masch Branch Wastewater Improvement Project under the HUD EDI account.
- Unfortunately, Congress passed a year-long Continuing Resolution instead of a 2025-26 budget, which meant no earmarks were allocated.

2025-26 Community Project Funding Requests

- In February, the City submitted three requests to Congressman Jackson's Office
  - **North Masch Branch Wastewater Improvement Project— $2,000,000 (23%)**
  - Denton Public Safety Real-Time Information Center/EOC Improvements – $1,000,000 (100%)
  - Denton PD Special Event/Downtown Security Protective Barriers (Bollards) – $1,296,000 (90%)
- North Masch Branch was included in the Appropriations subcommittee markup of the budget, but a final budget has yet to be passed.

2025 Accomplishments – Grants

- Recent grant awards include:
- $100,000 Routine Airport Maintenance Program Grant (FAA/TXDOT)
- $75,000 Historically Underrepresented Communities Grant (NPS)
- $750,000 Local Parks Grant for Lily Canty Inclusive Playground (NPS & TPWD)
- $299,800 Work Zone Data Exchange Program (FHWA & NCTCOG)
- $66,360 2024 Assistance to Firefighters Grant (FEMA)
- $100,000 DWI Phlebotomy Program (USDOT & TXDOT)
- 2025 HUD Grants:
  - CDBG $1,049,336.00
  - HOME $462,239.32
- **Grand Total: $2,902,735.32**

Federal Legislative Update

October 14, 2025

Capital Edge



Overview

- **Budget & Tax Issues**
  - Budget Reconciliation
  - FY 2026
- **Executive Actions**
  - Federal Workforce
  - Grant/Disbursement Pauses/Freezes
- **Housing & CD**
- **Surface Transportation Reauthorization**

This Photo by Unknown Author is licensed under CC BY-NC-ND

Lay of the Land

House

219 Republicans
213 Democrats
3 Vacancies

Majority = 217
(218 with a full House)

Senate

53 Republicans (+VP)
47 Democrats

Threshold to pass most bills = 60

Threshold for budget reconciliation bills = 51

Threshold for rescission bills = 51

Budget Reconciliation (OBBBA)

Local government priorities:

- Preserve the tax exemption for municipal bonds, including private activity bonds ✓
- Low-Income Housing Tax Credit extension and enhancement ✓
- NMTC extension ✓
- Opportunity Zones extension and reform ✓

Budget Reconciliation (OBBBA)

Local government priorities:

- Increase SALT deduction ✓
- Security funding for FIFA host cities ($625m) ✓
- Preserve IRA grant programs ✗
- Preserve direct pay clean energy tax incentives ✗

Budget Reconciliation (OBBBA)

Direct Pay Clean Energy Tax Credits

- OBBA moves the timeline up by several years on energy production and investment tax credits
- Under IRA, projects needed to begin construction by the end of 2032
- Under OBBA, they must do so by July 4, 2026, or be completed by the end of 2027

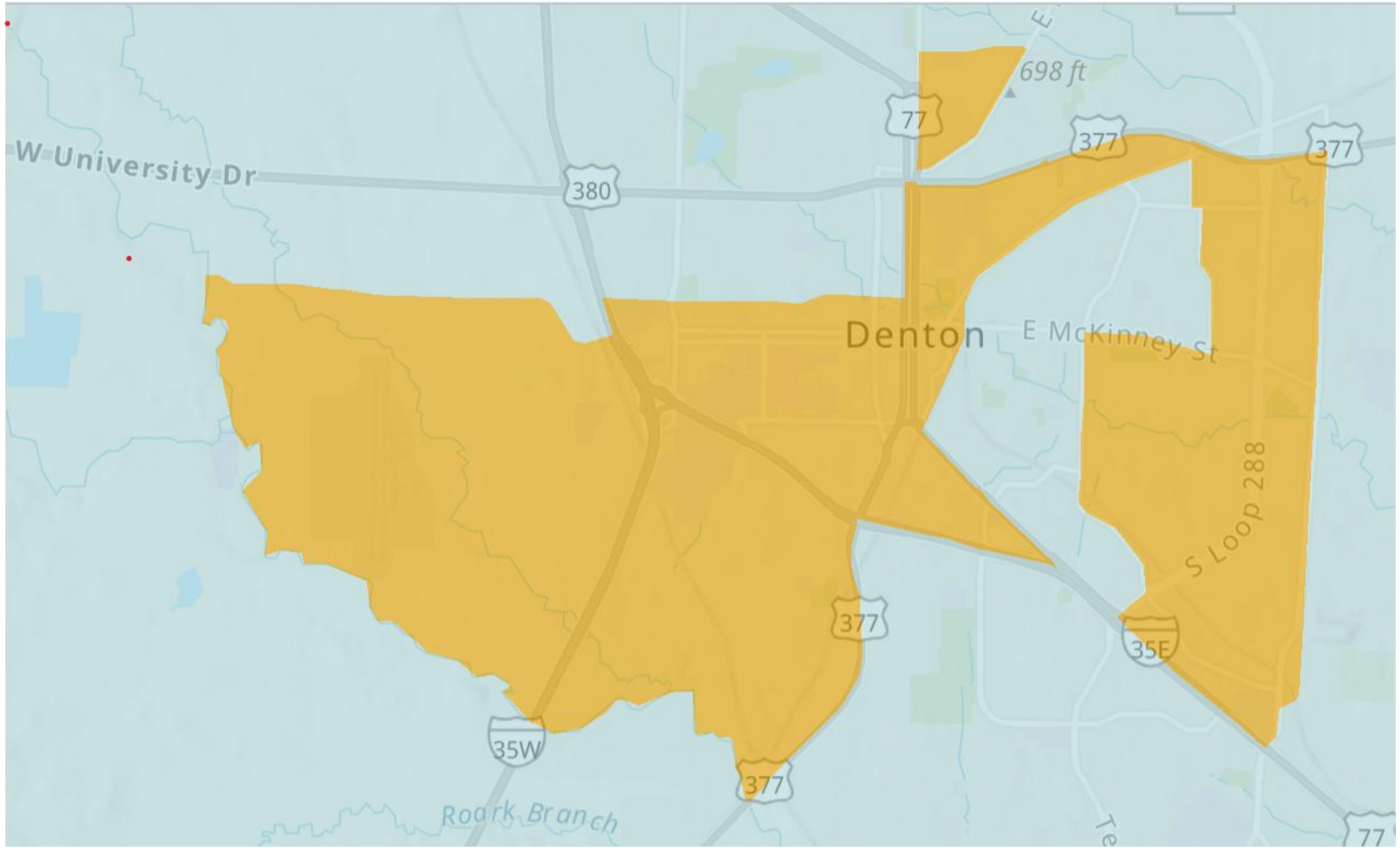
Budget Reconciliation (OBBBA)

Opportunity Zones

- Makes permanent
- Governors designate new Opportunity Zones every 10 years with the next designations in 2026
- Enhances tax benefits for investors
- Creates new reporting requirements for Opportunity Zone investors
- Creates new Treasury reporting requirements

Budget Reconciliation (OBBBA)

Opportunity Zones



FY 2026 – Where We Stand

Government shutdown

- Democrats almost unanimously opposed to a “clean” short-term CR absent:
  - Extension of expiring ACA premium subsidies
  - Assurances that Administration will spend money as directed by law
  - No rescissions

FY 2026 – What is a rescissions bill?

Rescissions Bill

- Rescinds previously appropriated funding
- Expedited process (45 days)
- Cannot be filibustered in the Senate
- Last rescission bill before this year: FY 1999 under President Clinton
  - President proposed $35m; Congress enacted $16.8m (PL 105-74)
- Administration seeking authority to unilaterally enact rescissions

FY 2026 – Path Forward?



FY 2026

House Budget Resolution calls for $1.8 trillion in discretionary spending cuts over 10 years or $180 billion/year

- FY 2025 non-Defense discretionary spending cap = $710 billion

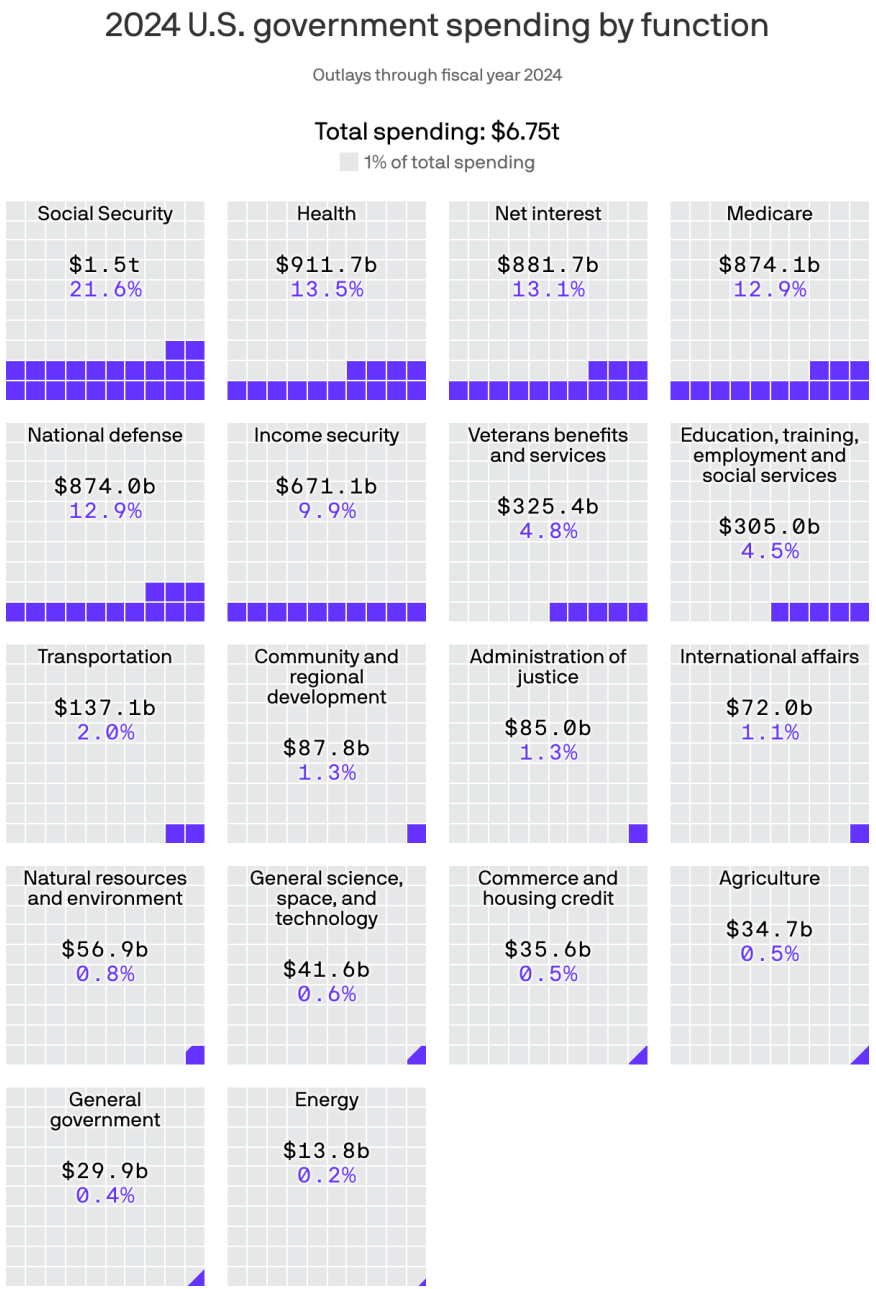
So, 25% cut to non-Defense discretionary spending

- Easier said than done…

FY 2026

The federal government is an insurance company with an army…

FY 2026



Source: Axios

FY 2026

Even if ‘DOGE’ or Congress or OMB eliminated all non-Defense discretionary spending - $710 billion in FY 2025:

- The deficit would be approximately $1 trillion – *before extension of the 2017 tax cuts and other changes enacted by OBBA*

FY 2026

Local government priorities:

- CDBG
- HOME
- Homeless Assistance
- Homeland Security (UASI, SHSGP)

FY 2026 Community Project Funding

- Rep. Jackson - $2m for Masch Branch WW Improvements
  - Outcome TBD
- (Now is time to start identifying FY 2027 requests)

Housing & Community Development

- Sens. Scott & Warren Road to Housing Bill (S 2651)
  - Senate Banking Committee unanimously approved in July
- House focus on HOME (Flood/Cleaver)
  - Looking to October markup perhaps packaged with other housing measures (“YIMBY” bill and streamlining)

Highway/Transit Reauthorization

Local government priorities

- Localization of highway program
- Safe Streets & Roads for All Program
- Transportation Alternatives Program
- Preservation of transit programs
- Avoid funding cliff

Highway/Transit Reauthorization

Key ‘localism’ thought/catchphrase:

The status quo, even with IIJA’s record funding for discretionary grant programs, fails to address demands on local transportation networks exacerbated and accelerated by the pandemic, and to leverage the billions of dollars that local governments are investing in local networks with local revenue

Questions?

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City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: **City Auditor's Office**

CITY AUDITOR: **Madison Rorschach**

DATE: **October 14, 2025**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding Audit Project 043–Animal Services: Follow-Up Review.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

BACKGROUND

City of Denton Charter Article VI, Section 6.04 states, the City Internal Auditor is responsible for providing an independent appraisal of City operations as directed by the City Council. These audits are conducted in accordance with *Generally Accepted Government Auditing Standards* promulgated by the US Government Accountability Office.

Per *Government Auditing Standards*, internal auditors should make audit reports available to the public and should communicate results to the parties who can ensure that the results are given due consideration. In order to meet these *Government Auditing Standards*, the City of Denton's Internal Audit Procedures Manual requires finalized audit reports to be presented to the City Council. Once presented, all published reports can be found on the City of Denton's Internal Audit Webpage.

DISCUSSION

This follow-up review is intended to provide a progress update on recommendations from the Audit of Animal Services originally issued in January 2025. This audit evaluated the effectiveness and compliance of Animal Services animal care activities, officer response, and asset management, as well as the accuracy and appropriateness of fees. This review found an initial implementation rate of 15 percent.

RECOMMENDATION

Staff recommends Audit Project 043–Animal Services be closed until a second follow-up review can be completed, likely in Fiscal Year 2026-27.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Aug. 2, 2022:	Original Audit Presented During Work Session
Sep. 17, 2024:	Fiscal Year 2024-25 Annual Internal Audit Plan Adopted
Feb. 18, 2025:	Fiscal Year 2024-25 Annual Internal Audit Plan Amended
May 20, 2025:	Fiscal Year 2024-25 Annual Internal Audit Plan Amended

EXHIBITS

1. Agenda Information Sheet
2. Follow-Up Review of the Audit of Animal Services
3. Presentation

Respectfully submitted:
Madison Rorschach, 940-349-7228
City Auditor



Audit of Animal Services

Follow-Up Review

Live release rate has significantly increased. While additional staffing has been added, more staff is likely needed to provide higher care levels as directed. A new animal care monitoring system significantly increases assurance that all animals receive minimum daily care, but could be further refined to improve consistency.

An employee field manual has been created for officers. Formal guidance to control access to the animal shelter, animal shelter management system, and vehicles are being implemented. Operating hour changes have been delayed till after the planned shelter remodel, and non-euthanasia drug inventory procedures have not been established.

Audit Team

City Auditor
Madison Rorschach, CIA, CGAP

Audit Staff
Jenesa Halter, MA, CFE

Table of Contents

Follow-Up at a Glance **3**

Recommendation Status Update **6**

Limited Staffing Reduces Ability to Ensure Consistent Care; Improved Dangerous Drug Control and Updates to Current Medical Care Contract Could Improve Process 6

Live Release Rate is High; Improved Outreach and Documentation of Animal Behavior could Improve Adopter Experiences 15

Completed Euthanasia Appear Humane; Improvements to Documentation and Verification of Staff Training Is Needed 18

Lack of Comprehensive and Updated Guidance Hinders Consistency of Field Operations 21

Access to Animal Shelter Assets Should be More Formally Controlled 24

Animal Services Fees Have Become Outdated; Lack of Clear Guidance Has Resulted in Inconsistent Charges 27

Audit Project Background **29**

Auditing Standards 29

Management Responsibility 29

Objectives, Scope, and Methodology 29

Follow-Up at a Glance

Why we did this Follow-Up:

This report is intended to provide information on what changes have been made in response to the Audit of Animals Services issued in January 2025. The original audit evaluated the effectiveness and compliance of Animal Services animal care activities, officer response, and asset management, as well as the accuracy and appropriateness of fees. This follow-up review was included on the City's Fiscal Year 2024-2025 Annual Internal Audit Plan as approved by the City Council.

What we Found:

Animal Services has received an additional two budgeted animal care technicians; however, direction from the City Council to provide a higher level of care will require additional staffing. Guidance on providing animal care activities has been created or updated and a daily care tracking system has been created and significantly improves animal monitoring; use could be further refined and more consistent. While vaccine administration consistency has increased for felines, it has fallen for dogs. Live release rate has significantly increased; euthanasia procedure documentation can still be improved. A field employee handbook was implemented in September 2025 that addresses officer activities, including vehicle usage. Operating hours changes have been delayed until the shelter remodel is complete. Non-euthanasia drug inventory procedures have not been developed, but physical security controls are in place. Updated fees were adopted in July 2025. The status of each recommendation is summarized below:

Recommendation	Mgmt. Response	Status
1. Assess current staffing organization and structure to ensure minimum care standards are maintained without impacting other operations.	Agree	In Progress
2. Develop a process for ensuring all required vaccinations and medicines are administered to animals during intake. Require follow-up intake exams for animals that could not complete their initial exam.	Agree	In Progress
3. Implement written guidance regarding intake and care of non-dog and cat animals and ensure staff are trained on the procedures.	Agree	In Progress
4. Formalize a method for tracking an animal's length of stay and implement monthly medical exams for those that remain in the Department's care for over 30 days. Monthly medical exams should at least include re-checking the animal's weight and providing vaccine boosters.	Agree	In Progress
5. Establish a method to track and verify daily care task completion, including which animals have been fed and what kennels have been cleaned.	Agree	In Progress
6. Align feeding and cleaning practices and relevant standard operating procedures, including feeding the correct type and amount of food, removing paper bowls from canine kennels as soon as they are emptied, and clarifying how long disinfectant should remain on the kennels before removal.	Partially Agree	In Progress

Audit report translations may be requested by emailing InternalAudit@CityofDenton.com.

7. Implement a standard operating procedure regarding behavior monitoring that requires staff to record observations in the Shelter's animal management system.	Partially Agree	Alternative Solution
8. Work with the Purchasing Division to ensure the veterinary care contract includes any extra, appropriate costs that may not be covered in the current agreement. Implement a method to verify contractor billing independently to ensure the City is only paying for services received.	Agree	In Progress
9. Work with the veterinary care contractor to establish inventory management procedures over non-euthanasia drugs to reduce the risk of loss or theft.	Agree	Not Implemented
10. Enhance promotional efforts for the City's microchip program once appropriate fees have been authorized.	Agree	In Progress
11. Consider establishing an owner-requested sterilization program.	Partially Agree	Not Due Yet
12. Evaluate shelter operating hours to increase accessibility to the public, especially in the evening. Post information online on how to contact shelter staff to set appointments for lost animal searches or returns on days the shelter is not open to the public.	Partially Agree	In Progress
13. Update the Return to Owner Standard Operating Procedure to ensure that legally required verifications are documented in the animal management system.	Agree	In Progress
14. Formalize requirements for staff to obtain behavioral forms for owner-surrendered animals and saved to animal's electronic record. Ensure all adoption and owner surrendered agreements are completed and saved to the animals' electronic record. Formalize a method for tracking and saving animal visitation waivers.	Partially Agree	In Progress
15. Ensure staff are completing microchip scans and recording the results consistently in the animal management system.	Partially Agree	In Progress
16. Create formal guidelines for a community cat trap-neuter-return program including criteria for animals to be diverted to the program and education and outreach materials about the benefits of maintaining community cat colonies and how to deal with nuisance cats.	Agree	Not Due Yet
17. Implement a standard operating procedure regarding Department's drug handling and control for sodium pentobarbital and the pre-euthanasia, sedation drug, including developing a process to compare the drug log to the animal management system for accuracy, and provide regular training. Ensure only trained staff are performing euthanasia procedures and maintain a record of training certificates. Locate and save a copy of the City's current DEA license in Department's records.	Agree	In Progress
18. Update the euthanasia standard operating procedure to include documentation requirements within the current system and staff expectations including dosage instructions and required hold times.	Agree	In Progress
19. Formalize training tracking to ensure training records are appropriately maintained. Verify the listed continuing education cycle matches the Officer's completed basic training course date. Department-specific training expectations should be formalized and tracked for both staff that work only in the shelter and for those that work in the field.	Agree	In Progress
20. Update the home quarantine standard operating procedure to address the new system and require consistent documentation of visual observations and confirmation of rabies vaccination. Ensure	Agree	In Progress

home quarantines are only permitted when animals meet the City requirements.		
21. Implement a standard operating procedure regarding taking and inputting calls for service including timing expectations and provide comprehensive training to staff. Update the call-taking process to include staff expectations on when calls should be entered and ensure staff members are trained on call-entering including entering future calls to ensure consistent practices.	Partially Agree	In Progress
22. Work with the Public Safety Communication and 3-1-1 Divisions to ensure members of the public calling after hours receive consistent and correct information.	Agree	In Progress
23. Establish protocols for field staff including response time expectations, guidance on when incident reports should be created, and required safety practices.	Agree	In Progress
24. Formalize a citation submission process that ensures all written citations are transferred to the Municipal Court and permits the Department to track the citations written by their staff.	Agree	In Progress
25. Develop criteria to guide staff in granting access to staff and contractors to the animal management system. Generic logins should be eliminated to the extent possible to ensure accountability.	Agree	In Progress
26. Improve facility access management processes including establishing criteria for granting access to staff and tracking volunteer access.	Agree	In Progress
27. Improve security camera coverage to further promote the safety of animals and safeguard City assets.	Partially Agree	In Progress
28. Update Animal Services Continuity of Operations Plan to include information on animals in foster care, controlled substances, and volunteers. Ensure the plan has up-to-date emergency contact information and provide periodic disaster response training.	Agree	In Progress
29. Implement a procedure to retain annual inspection forms.	Agree	Implemented
30. Establish written guidance regarding transporting animals in Department vehicles including the amount of time an animal should be left in the truck kennel.	Agree	Implemented
31. Reintroduce vehicle inspection procedures and formalize vehicle key management.	Agree	In Progress
32. Periodically review and update the Animal Services fee schedule to ensure it reflects current regulatory requirements, policy-driven cost recovery goals, and appropriate pet population control incentives.	Agree	Implemented
33. Develop a process to ensure that any discounts applied to regulatorily established fees are appropriately reviewed and approved.	Agree	In Progress
34. Post a complete fee schedule on the City's website and ensure at least the most commonly charged fees (e.g., adoption, impoundment, etc.) are clearly posted at the customer service desk of the shelter.	Agree	Implemented

Recommendation Status Update

This report summarizes the Audit of Animal Service recommendations, management responses, and the City Auditor's Office's follow-up findings, which describe to what extent City management has implemented Internal Audit's recommendations since the publication of the original report in January 2025.

Limited Staffing Reduces Ability to Ensure Consistent Care; Improved Dangerous Drug Control and Updates to Current Medical Care Contract Could Improve Process

1. **Assess current staffing organization and structure to ensure minimum care standards are maintained without impacting other operations. It is likely additional staff is needed.**
   Management Response: Agree
   Animal Services Comments: Two additional Animal Care Technicians were added to the department for FY25 during the Budget Process. Those positions were posted in October and filled in December. The department has had to work through additional vacancies due to turnover, separations, and promotions; however, the department anticipates being fully staffed by the end of January 2025. Any additional identified staffing needs will be presented as part of the FY26 Budget process. Additionally, the department was recently reorganized to center positions around goals versus functions and align positions with renewed expectations for service and lifesaving.

   Audit Follow-Up Finding: In-Progress
   Since the original audit, Animal Services management has assessed staffing levels, and additional Animal Care Technician positions were budgeted; however, additional Animal Care Technicians have not yet been hired. Based on an analysis of staffing needs, this level of budgeted staff is sufficient to provide minimum care to all animals (i.e., one feeding and one cleaning); however, staff indicated that they have been directed to provide increased care levels to all animals through additional enrichment and attention. Estimated staffing needs for these advanced and enhanced care levels are outlined in Table 1.

Table 1: Estimated Full-Time Shelter Staffing Needs[1]

Service Level	Avg. Minutes Per Animal	Daily Staff Needed	Total Shelter FTE Needed
Minimum Care	15	8	15
Advanced Care[2]	25	13	24
Enhanced Care[3]	35	18	33

According to staff they have been relying on Animal Service Officers and volunteers to provide advanced care levels to animals and have recently hired additional part-time workers through a partnership with the Denton Community Shelter. However, these additional resources only just provide adequate staffing for the advanced care level, indicating that additional Animal Care Technicians are still needed, especially to ensure Animal Control Officers have adequate time to perform their field duties.

2. **Develop a process for ensuring all required vaccinations and medicines are administered to animals during intake. Require follow-up intake exams for animals that could not complete their initial exam.**
   Management Response: Agree
   Animal Services Comments: RSVP staff were tasked with ensuring completion of exams for animals who did not receive them on intake and for conducting booster follow ups. Over the last four months, there have been a number of changes in the RSVP staffing causing inconsistencies in the work. The Intake Supervisor will be tasked with ensuring the new RSVP staff complete required tasks and develop a process for ensuring required intake exams are complete.

   Audit Follow-Up Finding: In-Progress
   Intake Exam SOP Updates. The Intake Exam process standard operating procedure was updated in January 2025 and then again in July 2025. Both versions of the document provide information on how staff should handle fractious animals and instruct staff to notate an animal's record if unable to complete the exam and establish a reminder to complete the exam within 24 to 48 hours. Intake exams should include verifying and entering the general information of the animal and providing the appropriate vaccinations and medications to dogs and cats.

[1] These estimates were based on the average number of animals in Animal Services' care per their management system which may include animals not always present in the shelter such as those in foster care. Ideally, these estimates are based on an exact maximum capacity. Animal Services has recently established an estimated shelter capacity directive that provides a total of 281 based on the number of kennels. This estimated capacity would require roughly the same amount of staffing as listed in the table.
[2] Using the average number of animals per day, Internal Audit calculated a weighted average care time of about 25 minutes assuming 30 minutes for dogs, 20 minutes for cats, and 15 minutes for all other animal types.
[3] Department leadership identified this service level estimate based on *UC Davis Koret Shelter Medicine Program*.

Intake Exam Comprehensiveness Evaluation. Based on a statistical sample of 92 intakes from January 1 to June 30, 2025, City staff are completing a small portion of the intakes, however, as shown in Table 2, City staff do not appear to be completing comprehensive exams consistently.

Table 2: Intake Exam Completion Rates (2025)

Staff Group	Total Intakes	Total Comprehensive Intake Exams	Percentage of Intakes with Comprehensive Intake Exams
City	30	5	17%
Contractor	53	45	85%
County	9	2	22%
Total:	92	52	57%

Vaccination Rates. As shown in Tables 3 and 4, vaccinations and medicines are generally provided to both cats and dogs. However, there is more consistency with older felines and less with older dogs. Specifically, in the original audit, a review found that required intake vaccines and medicines for adult dogs were generally given at a 90 percent rate or higher and for this review that fell to roughly 81 percent and only two intakes clearly stated that the animal's behavior limited intake activities.

Table 3: Percent of Required Cat Vaccines/Medicines Documented

	Original Audit (FY24)		Follow-Up (2025)	
Required Vaccinations	Kitten (31 Total)	Cat (22 Total)	Kitten (15 Total)	Cat (19 Total)
FVRCP or HCPCH	87%	77%	100%	89%
Dewormer (Pyrantel)	55%	82%	100%	89%
Dewormer (Panacur)	90%	N/A	87%	N/A
Flea/Tick Prevention	94%	82%	100%	89%

Table 4: Percent of Required Dog Vaccines/Medicines Documented

	Original Audit (FY24)		Follow-Up (2025)	
Required Vaccinations	Puppy (11 Total)	Dog (35 Total)	Puppy (10 Total)	Dog (33 Total)
DAPPv	100%	94%	90%	82%
Dewormer (Pyrantel)	36%	97%	90%	82%
Dewormer (Panacur)	73%	N/A	80%	N/A
Heartworm Prevention	100%	91%	90%	82%
Flea/Tick Prevention	100%	97%	90%	79%
Bordatella	100%	91%	90%	79%

Finally, the standard operating procedure states that effective July 1, 2025, dogs and cats were to receive rabies vaccinations upon intake. However, since the scope of the review fell before this required date, the review did not assess

compliance with this practice. Yet, a review of documented rabies vaccinations for the sampled 89 adopted animals was completed and found that cats and dogs 12 weeks or older generally received rabies vaccinations before ownership was transferred from the City.[4] However, fiveanimals that were over the minimum age recommendation did not show a recorded rabies vaccination at the time of ownership transfer. All five received vaccinations roughly one month later.

3. **Implement written guidance regarding intake and care of non-dog and cat animals and ensure staff are trained on the procedures.**
   Management Response: Agree
   Animal Services Comments: Management will develop a formal SOP to offer guidance to staff on the appropriate steps to intake and care for non-traditional shelter animals.

   Audit Follow-Up Finding: In-Progress
   As reported in Recommendation 2, the Department updated the Intake Exam standard operating procedure in January and July 2025. The updated document now contains some basic instructions on non-cat and dog intakes. However, since these requirements were updated during the follow-up review, Audit staff could not verify if the required practices were constantly occurring. The implementation status will be further assessed in the next follow-up to ensure management has time to implement the new practices and train staff accordingly.

4. **Formalize a method for tracking an animal's length of stay and implement monthly health checks for those that remain in the Department's care for over 30 days. Monthly health checks should at least include re-checking the animal's weight and providing vaccine boosters.**
   Management Response: Agree
   Animal Services Comments: Animals receive daily health and welfare checks ensuring that they:
   - Are eating food and drinking water.
   - Are not exhibiting any concerning behavior or signs of distress
   - Are not exhibiting symptoms of URI or other illness.
   - Are not visibly injured.
   - Are not exhibiting any signs of being in pain.
   - Are bright, alert, and responsive.

   These checks are sampled and audited daily by supervisors. Any animal that does not meet all of the above criteria is addressed appropriately, including being given clinical care.

[4] Twelve weeks or older is the recommended age for rabies vaccination per the Association of Shelter Veterinarians.

Additionally, the Outcome Supervisor will work with RSVP staff to develop a process for ensuring required monthly rechecks and boosters are completed and documented.

Audit Follow-Up Finding: In-Progress
Monthly Health Checks. Written guidance regarding medical requirements for animals with long-term stays (i.e., longer than 30 days) has not been developed. A statistical sample review of 90 animals that were active in the system for over 30 days found that no formal monthly health checks or exams were performed for animals that remain in the shelter more than 30 days. However, the risk that animals with long-term stays are not receiving adequate medical attention has been adequately addressed with the implementation of Animal Service's Daily Care Monitoring system.

Booster Shots. Of the applicable 86 animal records reviewed,[5] booster shots are provided with more consistency, as shown in Table 6; however, administration of boosters could still be improved.

Table 5: Percent of Boosters Received

Animal Type	Original Audit (FY24)	Follow-Up (2025)
Cats	68%	89%
Dogs	54%	80%

5. **Formalize a method to track and verify daily care task completion, including which animals have been fed and what kennels have been cleaned.**
Management Response: Agree
Animal Services Comments: Animal Services has implemented a Daily Health and Wellness Monitoring System to ensure that every animal, every day, has been given appropriate care including medication, feeding, enrichment, etc. Training has been conducted with staff members and the system is supporting proactive identification and addressing of issues.

Audit Follow-Up Finding: In-Progress
The Department has implemented a Daily Health and Wellness Monitoring system and a Health and Wellness Monitoring directive that outlines how staff should use this system. Training on the use of this system was provided to staff on November 20, 2024. Per this directive, all new staff are to receive training on this topic during onboarding, and refresher sessions should be held quarterly or as needed. There are also timing instructions listed in this directive regarding when staff should record certain actions and that "bulk" additions should generally be limited to the recording of bathroom usage.

[5] Three dogs were excluded since they were home quarantines that never entered the shelter and an additional domestic bird was excluded since boosters are not provided to these animals.

Audit staff observed staff and volunteers reviewing animals' kennel cards, which contain general information like weight, behavioral concerns, and the barcode for the animal monitoring system, during feeding and cleaning tasks. This barcode allows staff to scan and connect to the animal's care record in the animal monitoring system to record their actions or observations. However, based on onsite observation, recorded animal behavior observations and completed tasks were not necessarily conducted by the City staff member who entered the data into the system. Specifically for cats, volunteers and contracted workers notated their observations on a standardized slip of paper and placed it in the animals' kennel card sleeve, and it was later added by a staff member. According to Animal Services staff, this practice is currently in place due to staffing shortages since providing access to the animal monitoring system for every volunteer is not feasible.

A review of 77 applicable animals[6] found 19 percent showed daily care records for every day the animal was in the shelter's care per the Department's animal management system location data. However, 35 percent of those were missing just the initial intake date during which an intake exam is performed and documented—indicating that almost half of all animals actually received documented daily care.

Overall, the Department does show evidence of using a monitoring system to record basic care items within the system, but the sample review and onsite observations found they may not be using this system consistently. Further refinement of the process, including clearly listing when the first record of an animal should be added into the animal monitoring system and when the first care record should be listed, is needed. Additionally, onsite observations and the sample review found that animal monitoring system records are generally added in bulk in contrast to what the written directive instructs due to staffing issues.

6. **Align feeding and cleaning practices and relevant standard operating procedures, including feeding the correct type and amount of food, removing paper bowls from canine kennels as soon as they are emptied, and clarifying how long disinfectant should remain on kennels before removal. Consider implementing twice-a-day feeding as recommended by best practices. If daily supplements are continued to be offered to cats, ensure dosage guidance is provided to staff.**
   Management Response: Partially Agree

[6] The sample was based on a statistical sample of 92 intakes from January 1 to June 30, 2025, of which 77 were housed for some time within the shelter.

Animal Services Comments: Staff will update SOPs to reflect the current established practices for feeding, cleaning, and dosage of supplementals. There is no supporting information in the audit for twice daily feedings. At the November 13, 2024, ASAC meeting, the idea of twice daily feedings was discussed, and the board veterinary member stated clearly that it was not necessary or otherwise beneficial.

Audit Follow-Up Finding: In-Progress

Standard Operating Procedure Alignment. The Department has streamlined the cleaning and feeding standard operating procedures. Specifically, both dogs and cats now have one standard operating procedure each for cleaning, with simplified instructions and a shared feeding standard operating procedure. As detailed in Table 7, some of the procedural updates address this recommendation, such as disinfectant contact time, but some specific instructions are not available.

Table 6: Major Procedure Updates & Changes

SOPs Details
➢ Puppy and kitten kennels should be cleaned first
➢ No specific instructions on handling isolated or sick animals
➢ Disinfectant contact time listed
➢ Information on using the weight chart to determine the amount of food for puppies and kittens is not provided, including for wet food. Weight management plans are only mentioned for dogs, not cats.
➢ No specific timing instructions are provided for feeding puppies or kittens.

While onsite, Audit staff observed both contracted staff and volunteers questioning the amounts of wet and dry food to provide animals and the cleaning prioritization required by the standard operation procedure was not maintained, indicating that staff may need further instructions on management expectations, or the SOP could use further refinement. Most dogs and cats observed had metal bowls with only one cat having a paper bowl, indicating that the Department has transitioned to using metal bowls.

Daily Cat Supplement Guidance. The Department has elected to continue providing daily powder supplements to cats and has now clearly posted dosage guidance in cat housing areas.

Twice-Daily Feeding Consideration. Finally, Animal Services management reported that the Animal Services Committee discussed the twice-a-day feeding practice in November of 2024, and the Board gave direction that it was not needed. However, Audit could not verify this discussion based on available meeting minutes. Still, management indicated that twice-daily

feedings would create operational issues, and the implementation of the Daily Health and Wellness Monitoring system provides assurance that all animals are fed appropriately.

7. **Implement a standard operating procedure regarding behavior monitoring that requires staff to record observations in the Shelter's animal management system.**

   Management Response: Partially Agree

   Animal Services Comments: Staff are currently required to provide notes on concerning behavior and positive behavior daily in the Daily Health and Welfare Monitoring System for supervisors to address and document in the shelter management system. Staff have received training on this process. A formal SOP will be established.

   Audit Follow-Up Finding: Alternative Solution

   The Department has implemented a Daily Health and Wellness Monitoring system and a Health and Wellness Monitoring directive that outlines how staff should use this system. Training on the use of this system was provided to staff on November 20, 2024. For each animal each day this system documents: (1) if the animal's kennel has been cleaned and reset; (2) if the animal ate food and drank water; (3) if the animal was given medicine; (4) if the animal used the bathroom; (5) if the animal was given at least ten minutes of enrichment (i.e., walking, playing, interaction, etc.); (6) if the animal appears healthy or needs attention for some reason; and (7) any other relevant observations or care details.

   The training provided to staff includes guidance on behaviors that should alert a staff member that an animal "needs attention." This information is then used by supervisors daily as well as during weekly Population Meetings, during which senior staff discuss animals that had concerns noted, including behavioral testing results. However, these results were not readily available in either the animal management system or the animal monitoring system. Notes from the weekly Population Meetings are added into the animal's Animal Management system record, such as 'needs behavioral testing' or 'needs a sign to clearly identify needs.'

   While this system is new and could use additional refinement, the Daily Health and Wellness Monitoring system and Directive provide significantly more assurance that all animals receive basic daily care and allow for improved shelter population monitoring and management.

8. **Work with the Purchasing Division to ensure the veterinary care contract includes any extra, appropriate costs that may not be covered in the current agreement. Implement a method to verify contractor billing independently to ensure the City is only paying for services received.**

Management Response: Agree
Animal Services Comments: Staff is currently working with the Purchasing Department and the contractor to update the agreement to ensure pricing, services, and invoicing are accurately reflected.

Audit Follow-Up Finding: In-Progress
In August 2025, Animal Services management and the Purchasing Division amended the contract with the veterinary care contractor to include additional service costs. The Purchasing Division and City Attorney's Office were also made aware of previously approved overages and Animal Services has resolved the issue per their guidance. Finally, Animal Services management reported that they have not yet developed a method to independently verify the work hours of veterinary care contractor staff.

9. **Work with the veterinary care contractor to establish inventory management procedures over non-euthanasia drugs to reduce the risk of loss, theft, or misuse. If possible, an active inventory list should be maintained, and drugs should be periodically inventoried by City staff to verify accuracy.**
Management Response: Agree
Animal Services Comments: Non-euthanasia drugs are managed by veterinary staff who conduct periodic informal inventory. Staff is currently exploring options for more formalized and efficient inventory tracking of non-euthanasia drugs.

Audit Follow-Up Finding: Not Implemented
The department remains fully compliant with U.S. Drug Enforcement Agency and state regulations governing controlled substances. Inventory controls over non-euthanasia drugs, which include medications that are prescribed to humans as well as animals, were recommended to increase assurance that theft and misuse are not occurring. Still, during this follow-up review, Animal Services management raised concerns regarding the volume of drugs implicated by the recommendation and the feasibility of maintaining a complete inventory of non-euthanasia drugs.

The City Auditor's Office agrees that active inventory monitoring and verification procedures for all non-euthanasia drugs are operationally burdensome given the Department's existing resource constraints. For this reason, the City Auditor's Office provided a list of high-risk non-euthanasia drugs—specifically those classified as Schedule I or Dangerous Drugs under Texas regulations—for prioritization.

While full inventory tracking has not been feasible, the department has implemented additional physical controls, including badge-restricted access to storage areas, locking cabinets for non-controlled substances, and a secured

lock box for cabinet keys with restricted access. Still, physical security concerns for non-euthanasia drugs were noted during two onsite visits, highlighting the need for improved practices.

Live Release Rate is High; Improved Outreach and Documentation of Animal Behavior could Improve Adopter Experiences

10. **Enhance promotional efforts for the City's microchip program once appropriate fees have been authorized.**
    Management Response: Agree
    Animal Services Comments: The department cannot currently charge for microchipping services but has been offering them to the community free of charge since May 21, 2024. Staff plans to bring an updated schedule of fees to Council in Q2 of FY25. Once adopted, the department will promote the microchip program.

    Audit Follow-Up Finding: Implemented
    Updated Animal Services fees were adopted on July 1, 2025. In August 2025, microchip program information was provided to both the public and City staff members via the monthly newsletters. The new fee schedule, which includes the newly approved microchip fee, has been posted online and at the Animal Shelter.

11. **Consider establishing an owner-requested sterilization program.**
    Management Response: Partially Agree
    Animal Services Comments: More research into funding and logistics would be needed before implementing.

    Audit Follow-Up Finding: Not Due Yet
    Animal Services management has not yet made progress on establishing an owner-requested sterilization program, but reported they would like to do so in the future. The City Auditor's Office will assess implementation status in the next follow-up review based on the original management response's planned implementation date of Fiscal Year 2026 Quarter One.

12. **Evaluate shelter operating hours to increase accessibility to the public, especially in the evening. Post information online on how to contact shelter staff to set appointments for lost animal searches or returns on days the shelter is not open to the public.**
    Management Response: Partially Agree
    Animal Services Comments: Current staffing levels prohibit expansion of services at this time; however, management is working to implement an expansion of hours as soon as feasibly possible. Staff has worked with Customer Service Department and Public Safety Communications to provide consistent and more accurate information and communication

to the public during shelter non-operational hours. Staff will work with the City's webmaster to update the department website.

Audit Follow-Up Finding: In Progress
Shelter Operating Hours. Since the original audit, shelter operating hours have not changed, continuing to be closed on Wednesday and Sunday and offering no evening hours. Due to the upcoming shelter remodel, any changes to operational hours have been delayed till construction is complete.

Online Contact Information. Additionally, Animal Services has recently posted online instructions for the public on how to pick up lost animals when the Shelter is not open, but staff are present.

13. **Update the Return to Owner Standard Operating Procedure to ensure that legally required verifications are documented in the animal management system.**
Management Response: Agree
Animal Services Comments: Previously, staff would visually verify documentation but recording of verification was not mandatory. Staff will update Return to Owner SOP to require documented verification of necessary documents.

Audit Follow-Up Finding: In-Progress
The Return to Owner standard operating procedure was updated in August 2025, and Audit staff verified that the document states that staff must list the ownership verification documents in the animal management system. However, since these requirements were updated during the follow-up review period, Audit staff could not verify if the required practices were occurring consistently. The implementation status will be further assessed in the next follow-up, ensuring management has time to implement the new practices and train staff accordingly.

14. **Formalize requirements for staff to obtain behavioral forms for owner-surrendered animals and save them to the animal's electronic record. Ensure all adoption and owner-surrendered agreements are completed and saved to the animals' electronic record. Formalize a method for tracking and saving animal visitation waivers.**

Management Response: Partially Agree
Animal Services Comments: Staff are currently required to provide notes on concerning behavior and positive behavior daily in the Daily Health and Welfare Monitoring System for supervisors to address and document in the shelter management system. Staff have received training on this process. A formal SOP will be established. Currently, visitation waivers are bulk saved electronically on the department's network drive. At this time, staff is

developing an electronic method for collecting and retaining visitation waivers. Once the process is complete, an SOP will be generated

Audit Follow-Up Finding: In-Progress
Owner-Surrender Behavior Forms. A process to require staff to obtain animal behavior forms for owner-surrendered animals has not been formalized. An electronic form has been created for owner-surrendered animals in the animal monitoring system that requires information about animal behavior; however, this information is not required on the physical version of the form.

15. **Ensure staff are completing microchip scans and recording the results consistently in the animal management system.**
Management Response: Partially Agree
Animal Services Comments: The updated Microchip Scanning and Contacting SOP requiring documentation of scans was implemented and reviewed with staff 9/25/24. The Intake Supervisor will conduct periodic reviews to ensure compliance with the SOP.

Audit Follow-Up Finding: In-Progress
A sample review of 57 animals coded as "returned to owner" in the animal management system found 86 percent had documented microchip scans, which was a significant improvement compared to the 38 percent recorded in the original audit. However, there were some inconsistencies where staff recorded the microchip scans within the animal's record.

Of the 49 documented microchip scans, only 16 scans successfully found a microchip. Per the current standard operating procedure, if a microchip is found the information should be recorded on a physical communication sheet and documented in the animal management system. Only four of the 16 found microchips had associated communication sheets, and all four forms were incomplete.[7] Still, for some records with a documented scan and no attached communication sheets, there was evidence that an owner had been contacted based on notes within the animal management system, indicating undocumented microchip scans are likely still occurring.

16. **Create formal guidelines for a community cat trap-neuter-return program including criteria for animals to be diverted to the program and education and outreach materials about the benefits of maintaining community cat colonies and how to deal with nuisance cats.**
Management Response: Agree
Animal Services Comments: This is an already identified need. Work is planned to begin FY25 Q2.

[7] Of the four forms, two did not list any communication attempts, two did not have the date or time listed, and one did not list the microchip's implanting facility.

Audit Follow-Up Finding: Not Due Yet
Animal Services management is working with another animal care organization on developing 'heat maps' of areas where stray cats are commonly found, which will help the Department develop a comprehensive program in the future.

Completed Euthanasia Appear Humane; Improvements to Documentation and Verification of Staff Training Is Needed

17. **Implement a standard operating procedure regarding Department's drug handling and control for sodium pentobarbital and the pre-euthanasia, sedation drug, including developing a process to compare the drug log to the animal management system for accuracy, and provide regular training. Ensure only trained staff are performing euthanasia procedures and maintain a record of training certificates. Locate and save a copy of the City's current DEA license in Department's records.**
Management Response: Agree
Animal Service Comments: The department currently conducts periodic spot audits and the required bi-annual audit of the drug log to ensure accuracy; however, no formal procedure exists. Staff will develop a formal SOP for conducting controlled substance audits. Department will formalize training tracking and records retention to ensure department records are appropriately maintained.

Audit Follow-Up Finding: In-Progress
Drug Handling and Control. Animal Services continues to maintain a controlled substance log for sodium pentobarbital that contains all recommended details including the amount of drug used, date used, and balance remaining in bottle. As required by the standard operating procedure, all applicable procedures reviewed were recorded in the log. However, there were some documentation inconsistencies, including two bottles ending before a zero tally with no recorded waste from the bottle before the start of a new bottle. Additionally, there was one instance of an incorrect tally, which caused the bottle's ending balance to be incorrect.

Sixteen euthanasia procedures performed between July 9 and August 8, 2025, were reviewed to assess current practices, and, though a sedation drug appeared to be used consistently with dogs, the drug usage was not documented in the animal management system as required by the standard operating procedure. Of the additional 55 documented euthanasia procedures sampled and reviewed, none showed sedation usage in the animal management system, but dosage was recorded in a physical logbook for six procedures.

Euthanasia Procedure Training. All current euthanasia certifications for employees performing euthanasia were available as required by state regulations.[8]

Drug Enforcement Administration—or DEA—License Retention. Animal Services located a copy of the City's current DEA license, which is now stored within the Department records for easy review.

18. Update the euthanasia standard operating procedure to include documentation requirements within the animal management system and staff expectations, including dosage instructions and required hold times.

Management Response: Agree

Animal Services Comments: The SOP at the time of the audit was last reviewed in 2021. Staff has since updated the SOP to reflect 2024 changes to the ordinance and new shelter management system.

Audit Follow-Up Finding: In-Progress

Euthanasia Policy Creation. The City of Denton adopted a Euthanasia Policy on July 1, 2025. This policy requires all non-emergency euthanasia procedures to be reviewed and approved by a review team comprised of a veterinarian, a member of management, an animal behaviorist, and, when applicable, staff members who worked with the animal. Other major elements of the policy include prohibiting stray animals from being euthanized on (1) days when the shelter is closed and (2) before the expiration of the 72-hour stray hold time. Since this policy was not formally adopted until mid-year, implementation will be further assessed in the next follow-up, ensuring management has time to implement the new practices and train staff accordingly.

Euthanasia SOP Updates. The Euthanasia standard operating procedure was last updated at the end of 2024 and as shown in Table 7 requires staff to complete multiple actions while performing the process.

[8] One staff member who was listed in the Animal Management system as having assisted in one euthanasia procedure did not have a current certification on file. Staff who assist in euthanasia procedures are not required to be certified by law, though state guidance recommends all participants be certified and it is required by the Department's SOP.

Table 7: Current Procedure Requirements

Major Actions
➢ Record all drugs usage in the animal management system
➢ Record sodium pentobarbital usage in logbook
➢ Use only intravenous or intraperitoneal injection routes
➢ Verify animal identity multiple times (i.e., microchip scan)
➢ Document animal's final weight In Animal Mgmt. System

Dosage guidance is presented for both the sodium pentobarbital and the sedation drugs. However, the incorrect sedation drug is listed. However, there is no specific dosage guidance for commonly handled wildlife. Rather the dosage guidance generally instructs that dosages vary from species to species and that a veterinarian should be consulted before euthanizing any species staff are not trained on.

Euthanasia Documentation Review. As shown in Table 8, the statistical sample review of the 55 documented euthanasia procedures found documentation consistency still needs improvement.[9] Specifically, staff member names, microchip scan documentation, and the final weight are not recorded consistently.

Table 8: Euthanasia Documentation Review Summary

Procedure Requirement	Percent Completed Appropriately[10]	
	Original Audit (FY24)	Follow-Up (2025)
Authorizer documented	58%	100%
Two Staff Members Completed Procedure	42%	74%[11]
Reasoning Clearly Documented	13%	95%
Microchip Scan Clearly Documented[12]	6%	30%
Weight Documented	42%	30%

Wildlife euthanasia documentation practices have improved since the original audit, as staff will often include pictures of the injury as documentation of the reason for the euthanasia.

[9] Five of the 55 procedures were conducted offsite; only the documentation of the authorizer and reasoning was assessed for offsite procedures.
[10] County-related procedures were also included in these totals as some of the procedures showed City staff as the approver.
[11] Thirteen procedures showed only one documented staff member, however three of the procedures were medical emergencies that occurred after regular business hours and three appeared to be county-only procedures.
[12] Documentation of microchip scans were only assessed for the applicable 33 domestic non-neonate animals.

Euthanasia Video Review. Sixteen euthanasia procedures performed between July 9 and August 8, 2025, were reviewed to further assess compliance with the updated SOP. Although the video review found that the Department conducted procedures with two individuals in the room, the animal management system found one of the procedures had the wrong secondary person listed and another two did not list the secondary individuals' name.

Live Release Rate and Euthanasia Rate Changes. Overall, Animal Services has significantly increased its live release rate as shown in Table 9 and is conducting significantly fewer euthanasia procedures. Specifically, in the first six months of 2024, Animal Services completed about 78 euthanasia procedures monthly, while this dropped to about 17 euthanasia procedures a month in the first six months of 2025.

Table 9: Live Release Rate Changes

	Original Audit (FY24)	Follow-Up (2025)
Cats	87%	92%
Dogs	83%	92%
All:	**83%**	**91%**

Lack of Comprehensive and Updated Guidance Hinders Consistency of Field Operations

19. **Formalize training tracking to ensure training records are appropriately maintained for all staff. Verify the listed continuing education cycle matches the Officer's completed basic training course date. Department-specific training expectations should be formalized and tracked for both staff that work only in the shelter and for those that work in the field.**

Management Response: Agree

Animal Services Comments: Department will formalize position specific training requirements and training tracking to ensure training records are appropriately maintained and certifications kept up to date.

Audit Follow-Up Finding: In-Progress

Animal Control Officer Certification Tracking. Officer certification training is now tracked in a spreadsheet software. However, review of the tracker found that the record was not up-to-date, did not clearly list all the training some staff needed, and did not list expiration dates of officer certifications, limiting its usefulness as training courses are valid for different periods. Overall, the current tracker does not provide a clear tracking method for field officers to ensure they maintain their

certification. Staff certifications continue to be saved centrally in general, but there are no formal requirements for this.

Department-Specific Training. Department-specific training expectations have not been formalized.

20. **Update the home quarantine standard operating procedure to address the new system and require consistent documentation of visual observations and confirmation of rabies vaccination. Ensure home quarantines are only permitted when animals meet the City requirements.**
Management Response: Agree
Animal Services Comments: Current SOP only requires visual confirmation of the required documentation for home quarantine. SOP will be updated to require documentation of records in shelter management System.

    Audit Follow-Up Finding: In-Progress
    A standard operating procedure for processing home quarantines was implemented in July 2025. Since these requirements were updated during the follow-up review period, the implementation status will be further assessed in the next follow-up, ensuring management has time to implement the new practices and train staff accordingly.

21. **Implement a standard operating procedure regarding taking and inputting calls for service including timing expectations and provide comprehensive training to staff. Update the call-taking process to include staff expectations on when calls should be entered and ensure staff members are trained on call-entering including entering future calls to ensure consistent practices. Consider moving computers with the dispatching software closer to front-desk personnel.**
Management Response: Partially Agree
Animal Services Comments: Staff will develop a formal SOP and formal training for DAS staff on the call-taking and inputting process. Current facility and security regulations restrict CAD system locations. Proximity of CAD computer to front-desk personnel is planned to be addressed in the facility renovation project.

    Audit Follow-Up Finding: In-Progress
    Call Taking Standard Operating Procedures. A standard operating procedure outlining call-taking expectations has not been formally adopted.

    Dispatching Computer Location Considerations. The City of Denton has begun the process of remodeling the Animal Shelter. The new shelter design schematics provide a location for the dispatching computers that is closer to the front desk.

22. **Work with the Public Safety Communication and 3-1-1 Divisions to ensure members of the public calling after hours receive consistent and correct information.**

    Management Response: Agree

    Animal Services Comments: Staff is working with Public Safety Communication and Customer Service managers to ensure correct and consistent information is given to the public. In July 2024, AS staff provided both departments with an updated reference and information guide, and in November 2024, AS staff provided both departments with scripted responses to commonly asked questions. Management from all three departments have established clear lines of communication and addresses any issues or concerns as they arise.

    Audit Follow-Up Finding: In-Progress

    The Shelter's after-hours voice message provides some information to the public and can direct callers to the Police Department's non-emergency line or the 3-1-1 call center. However, as reported in the original audit, there is no information regarding lost pets or reclaiming animals or instructions on what option should be selected if the caller wishes to notify staff of their intention to pick up their animal. Animal Services management is currently working with 3-1-1 and Public Safety Communication division to help ensure information provided to the public is consistent.

23. **Establish protocols for field staff including response time expectations, guidance on when incident reports should be created, and required safety practices.**

    Management Response: Agree

    Animal Services Comments: In July 2024, the department began implementing the use of the case module in the shelter management system to record all incidents and generate reports. The case module provides a standard template and repository of all information related to incidents. The department will formalize protocols on use of the case module and response time expectations for field staff.

    Audit Follow-Up Finding: Implemented

    In September 2025, Animal Services management formalized field staff protocols in an updated employee handbook. This handbook now lists specific response time expectations for received calls, general safety practices, and states provides timelines for completing reports including incident reports. The Department has transitioned to an electronic case module which requires all actions taken on a call to be documented.

24. **Formalize a citation submission process that ensures all written citations are transferred to the Municipal Court and permits the Department to track the citations written by their staff.**
Management Response: Agree
Animal Services Comments: Department will formalize a citation submission process.

Audit Follow-Up Finding: In-Progress
There are written instructions that state only field officers can write citations and all citations filed from January 1 to June 30, 2025, were issued by field officers. However, the review found that there were gaps in filed citation numbering increasing the risk that some citations may have been lost.

Access to Animal Shelter Assets Should be More Formally Controlled

25. **Develop criteria to guide staff in granting access to staff and contractors to the animal management system. Generic logins should be eliminated to the extent possible to ensure accountability.**
Management Response: Agree
Animal Services Comments: The two generic accounts are used for vet staff who are not consistently scheduled; however, those accounts have limited access to the shelter management system. Access levels can only be granted by administrative users; however, staff will develop formalized criteria and a form for requesting and granting system access. Additionally, staff will conduct quarterly audits of system users and access levels.

Audit Follow-Up Finding: In-Progress
An access risk policy is in the drafting stage, and Animal Services has developed an access form to document access requests and changes. A review of those who have access to the animal management system indicates that access is removed when staff leave service. Generic logins are still being used. According to Animal Services management, there are operational reasons that make generic log-ins necessary, such as relief veterinary technicians. These reasons should be formally documented to guide access determinations since generic log-ins hinder accountability.

26. **Improve facility access management processes including establishing criteria for granting access to staff and tracking volunteer access.**
Management Response: Agree
Animal Services Comments: Badge and facility access are managed through the Facilities Department. However, staff will develop formalized criteria and a form for department use to request and grant facility access. Additionally, staff will conduct an annual review of the list of individuals with facility access.

Audit Follow-Up Finding: In Progress
No written processes or guidance for facility access levels have been established, but Animal Services management reported that the Facilities Division is notified when staff separate from City employment. However, inconsistent access is still granted to volunteers, which can cause inconsistent badge activation and deactivation.

As reported in the original audit, in December of 2024 the Department developed a new process to help create accountability and proper management of the five shared volunteer door badges. The badges are now located in the Volunteer Coordinator's Office and appear to be signed out when used, helping ensure accountability. However, some volunteers are granted their own badges with differing access levels, and criteria has not been developed to determine what levels are appropriate.

27. **Improve security camera coverage to further promote the safety of animals and safeguard City assets.**
Management Response: Partially Agree
Animal Services Comments: In-progress. Exploring options and costs with Facilities Department. If not done now, will address during bond project.

Audit Follow-Up Finding: In-Progress
In January 2025, Animal Services worked with the Facilities Division to evaluate additional onsite cameras. Based on estimated costs, existing resources, and the upcoming animal shelter remodel, Staff chose not to add additional cameras at this time.

In addition, camera footage is still stored for 31 days despite staff originally requesting footage to be stored for 60 days. Since camera coverage will not be increased until the shelter remodel is completed, it may be beneficial to ensure the recorded coverage increases to the original requested retention level of 60 days.

28. **Update the Animal Services Continuity of Operations Plan to include information on animals in foster care, controlled substances, and volunteers. Ensure the plan has up-to-date emergency contact information and provide periodic disaster response training.**
Management Response: Agree
Animal Services Comments: Will update contact information and will work with OEM to enhance. Will provide regular training.

Audit Follow-Up Finding: In-Progress
The Continuity of Operations Plan emergency contact list was updated in August 2025; only current employees are now listed. The Continuity of Operations Plan has not been updated to include information on caring for

animals in foster care, maintaining controlled substance security, or volunteer usage.

29. **Implement a procedure to retain annual inspection forms.**
Management Response: Agree
Animal Services Comments: Have developed electronic repository.

Audit Follow-Up Finding: Implemented
A spreadsheet software is now used to track annual inspection forms. Further, Animal Services management implemented a directive that details where annual inspection forms should be stored. Review of this spreadsheet found that the 2024 and 2025 inspection forms were available.

30. **Establish written guidance regarding transporting animals in Department vehicles including the amount of time an animal should be left in the truck kennel.**
Management Response: Agree
Animal Services Comments: Department will review and update current SOPs to include formalize written guidance for additional processes. It should be noted the audit did not observe or find any concerning issues with the transportation of animals in the vehicles.

Audit Follow-Up Finding: Implemented
Animal Services management reported that a verbal directive was given to officers in January 2025. The employee handbook was updated in September 2025 with a section regarding animal transport, which instructs staff that they should ensure animals are not left in vehicles during breakdowns and references the vehicle's kennel climate control system. While this handbook provides general guidance to staff on animal transport, additional details may need to be communicated to new staff through on-the-job training or a standard operating procedure.

31. **Reintroduce vehicle inspection procedures and formalize vehicle key management.**
Management Response: Agree
Animal Services Comments: Will reimplement and formalize key management.

Audit Follow-Up Finding: In-Progress
Animal Services has started developing a vehicle inspection log; however, this procedure has not been formalized. Additionally, the field manual was updated in September 2025 with details regarding vehicle and key management. The implementation status will be further assessed in the next follow-up, ensuring management has time to implement the new practices, enhance written requirements, and train staff accordingly.

Animal Services Fees Have Become Outdated; Lack of Clear Guidance Has Resulted in Inconsistent Charges

32. **Periodically review and update the Animal Services fee schedule to ensure it reflects current regulatory requirements, policy-driven cost recovery goals, and appropriate pet population control incentives. Consider having a formal cost-of-service study conducted as part of the next fee update.**

    Management Response: Agree
    Animal Services Comments: In-progress. Staff plans to bring proposed fee schedule to Council in Q2 of FY25.

    Audit Follow-Up Finding: Implemented
    As mentioned previously, new fees were adopted on July 1, 2025. Due to cost restrictions a formal cost-of-service study was not conducted. As this was the first fee update in over 10 years, the periodic review cycle could not be observed in this follow-up.

    As detailed in the original audit report, animal shelters must balance cost recovery against pet population control goals, particularly decreasing the number of stray animals. Animal Services recently adopted fee schedule, which generally follows best practices that typically help encourage this goal, except for charging for animal surrenders.

33. **Develop a process to ensure that any discounts applied to regulatorily established fees are appropriately reviewed and approved. This may be through a formally documented and advertised discount program (i.e., "Clear the Shelter" or "30 for 30") or on a case-by-case basis. If the City intends to discount impoundment fees similar to adoption fees, this authority should be granted by ordinance.**
    Management Response: Agree
    Animal Services Comments: In-progress. Staff plans to bring proposed fee schedule to Council in Q2 of FY25 which will include requesting authority to discount impoundment fees. Staff will formalize written guidance on documenting discounts applied to regulatory established fees.

    Audit Follow-Up Finding: In-Progress
    As reported previously, new fees were adopted on July 1, 2025. This fee schedule allows the Animal Services' Director to reduce adoption, impound, holding, or microchip fees of any animal. A 'reduced fees directive' was recently implemented that requires staff members to receive permission from Animal Services management and document that permission into the animal management system.

Requiring permission for discounts increases documentation of these instances, reducing the risk of inappropriate usage. Still, performing periodic checks of applied discounts for appropriateness would further reduce this risk.

As both the new fee schedule and the 'reduced fee' directive were recently implemented, Audit staff could not verify if the required practices are consistently occurring. The implementation status will be further assessed in the next follow-up, ensuring Animal Services management has time to implement the new practices and train staff accordingly.

34. Post a complete fee schedule on the City's website and ensure at least the most commonly charged fees (e.g., adoption, impoundment, etc.) are clearly posted at the customer service desk of the shelter.
Management Response: Agree
Animal Services Comments: The City's website will be updated to include additional fees. Current Fees will be posted at the shelter front desk.

Audit Follow-Up Finding: Implemented
Onsite observations found that the complete schedule of commonly charged fees was located at the shelter's front desk. Additionally, the new fees for adoption, animal surrender, and reclaim transactions are now listed on the Animal Services' City webpage.

Audit Project Background

The City Auditor's Office is responsible for providing: (a) an independent appraisal[13] of City operations to ensure policies and procedures are in place and complied with, inclusive of purchasing and contracting; (b) information that is accurate and reliable; (c) assurance that assets are properly recorded and safeguarded; (d) assurance that risks are identified and minimized; and (e) assurance that resources are used economically and efficiently and that the City's objectives are being achieved.

Auditing Standards

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Management Responsibility

City management is responsible for ensuring that resources are managed properly and used in compliance with laws and regulations; programs are achieving their objectives; and services are being provided efficiently, effectively, and economically.

Objectives, Scope, and Methodology

The City Auditor's Office has completed a follow-up review of the Audit of Animal Services, which evaluated the effectiveness and compliance of Animal Services animal care activities, officer response, and asset management, as well as the accuracy and appropriateness of fees. This report is intended to provide a progress update on recommendations from the Audit of Animal Services.

Audit fieldwork was conducted during July and August 2025. The scope of review varied depending on the procedure being performed. The following list summarizes major procedures performed during this time:[14]

- Reviewed documentation from the issued audit review to develop criteria including industry standards, best practices, policies, and procedures;
- Interviewed Animal Services and veterinary services contractor staff;

[13] The City of Denton City Auditor's Office is considered structurally independent as defined by generally accepted government auditing standard 3.56.
[14] All sample sizes provide a 95 percent confidence that the true population mean is within ±10 percent of the sample estimate.

- Reviewed new and updated standard operating procedures and directives related to intaking animals, caring for animals, microchip scanning & contacting owners, home quarantines, issuing citations, euthanasia procedures, and fee reductions;
- Conducted two onsite visits including four hours observing cleaning and feeding practices in August 2025;
- Assessed current staffing levels, examined monthly volunteer numbers, calculated shelter staffing needs, and reviewed Department-created staffing needs assessment;
- Calculated the number of animal intakes processed by the veterinary services contractor, County staff, and City staff;
- Verified return to owner practices for a sample of 100 stray reclaims from January 1 to June 30, 2025;
- Evaluate a sample of 100 intakes, 90 adoptions, and 90 long-term (i.e., over 30 days) stays from January 1 to June 30, 2025, for documentation completeness, including comprehensive intake exams, vaccination records, medical exams, and daily care notations in the Department's new animal monitoring system.
- Examined a sample of 55 euthanasia procedures from January 1 to June 30, 2025, to assess Department practices and documentation completeness, including a review of substance documentation;
- Observed surveillance footage of the animal shelter, including 16 euthanasia procedures completed during July and August 2025;
- Reviewed available training records to verify compliance with State and Department requirements; and
- Evaluated the sequencing of citations filed by Animal Services staff during January 1 to June 30, 2025, and assessed citation filing practices;
- Compared the current employee list to the animal management system users and facility door access;
- Reviewed the most recent Continuity of Operations Plan; and
- Observed the public-facing website and Animal Services to verify information posted, including current fee schedule information.

Follow-Up Review of the Audit of Animal Services

Madison Rorschach
City Auditor
City Auditor's Office

October 14, 2025



Purpose of the Follow-Up Review

- Provides a progress update on audit recommendations.
- Audit project evaluated the City's animal services, including animal care activities, officer response, asset management, and fee accuracy & appropriateness.
- Review found significant animal monitoring and live outcome improvements; most recommendations in progress.



Animal Care Staffing has Increased; Animal Care Monitoring has Significantly Improved

- Recent staffing additions should allow Animal Services to provide minimum care to all animals without regularly needing field officer support
  - Addt'l staff may be needed for increased care levels directed by City management.

Est. Full-Time Shelter Staffing Needs

Service Level	Avg. Mins. Per Animal	Daily Staff Needed	Total Shelter FTE Needed
Minimum Care	15	8	15
Advanced Care	25	13	24
Enhanced Care	35	18	33

- Implemented Daily Health and Wellness (Animal) Monitoring system provides significantly more assurance that all animals receive minimum care and improves shelter population monitoring and management.
  - Additional refinement of the system and related-care SOPs would further ensure consistency.

Medical Care and Drug Documentation Consistency Remains Similar to the Original Audit

- Documentation of vaccines has improved for cats but remained similar for dogs.
- Animal Monitoring system ensures animals with long-term stays receive adequate medical attention.
- Inventory controls over non-euthanasia drugs have not been implemented due to resource constraints.
  - Animal Services remains compliant with Federal drug control regulations.

Percent of Required Vaccines Documented

Vaccine/Med	Kittens	Cats	Puppies	Dogs	Change
FVRCP/HCPCH	100%	89%	NA	NA	↑
DAPPv	NA	NA	90%	82%	↓
Dewormer 1	100%	89%	90%	82%	↑
Dewormer 2	87%	NA	80%	NA	–
Heartworm*	NA	NA	90%	82%	↓
Flea/Tick	100%	89%	90%	79%	–
Bordatella	NA	NA	90%	79%	↓
Boosters	89%		80%		↑
Overall Change:	↑		–		–

*Heartworm administration consistency decreased, but not as significantly as DAPPv and Bordatella.

Live Release Rate has Significantly Improved; Addt'l Resources being Developed for the Public

- While the shelter's live release rate was high originally, it has significantly increased.
- Likelihood of returns to owners has been increased.
  - New microchipping program and website information should help owners find lost pets.
  - Potential operating hours changes delayed till after the shelter remodel.

Live Release Rate Changes

	Original Audit (FY24)	Follow-Up (2025)
Cats	87%	92%
Dogs	83%	92%
All:	**83%**	**91%**

- Community cat trap-neuter-release and owner-requested sterilization programs in beginning stages of development.

Euthanasia Documentation has Improved

- A Euthanasia Policy has been implemented that requires additional review before an animal is euthanized.
  - Euthanasia SOP was updated to correct small errors.
- Documentation of performed euthanasia procedures has improved.
- The euthanasia drug usage documentation has improved. Pre-euthanasia, sedation drug usage is not recorded consistently.

Euthanasia Documentation Review

Requirement	% Completed Appropriately	
	Original Audit (FY24)	Follow-Up (2025)
Authorizer Doc. In Sys.	58%	100%
Two Staff Completed	42%	74%
Reasoning Clearly Doc.	13%	95%
Microchip Doc. In Sys.	6%	30%
Weight Doc. In Sys.	42%	30%
Kennel Card on Body Bag	0%	NA

New Field Operations Manual Should Improve Clarity

- Officer training requirements now centrally tracked.
- Process for entering calls for service is spread out over several functions.
  - Communication between functions has increased to help ensure consistent information is provided to the public.
  - Formal call-taking practices for Animal Services front-desk staff have not been created.
- Field Operation Handbook recently implemented.

Addt'l Access Guidance Needed; Fee Schedule Recently Updated

- Written criteria for animal management and monitoring systems and shelter staff and volunteer access have not been created.
  - No access issues were identified. Tracking of volunteer access has improved.
- Documentation of facility and vehicle inspections is improved; the Continuity of Operations Plan should be further updated.
  - Additional security cameras will not be added until the remodel is complete.
- Animal Services fee schedule was updated in July 2025.
  - Accuracy of charged fees under new schedule will be assessed during next follow-up review.
  - Discount program expanded and now requires documentation of approval; periodic review would further reduce risk of misuse.
  - Accurate fee information is now readily available online and in the shelter.

Animal Services Follow-Up Summary:
Significant Improvements Made; Addt'l Refinement Needed

Audit Area	Recommendations	Implemented	In Progress	Not Implemented
Daily Care Activities	4	25%	75%	0%
Medical Care	5	0%	80%	20%
Education & Outreach*	6	0%	100%	0%
Euthanasia Procedures	2	0%	100%	0%
Officer Response	5	0%	100%	0%
Asset Management	7	29%	71%	0%
Fees	3	67%	33%	0%
All:	34	15%	82%	3%

Recommendation Not Implemented:

9. Work with the veterinary care contractor to establish inventory management procedures over non-euthanasia drugs to reduce the risk of loss or theft.

*Two of the recommendations in this audit area were not yet due when the follow-up review was conducted. They are assumed to be In Progress.

Questions?

Madison Rorschach

City Auditor

City Auditor's Office

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 14, 2025

SUBJECT

Consider approval of the minutes of the September 9, 2025 Special Called Meeting.

BACKGROUND

The minutes draft is provided for review and formal approval by the City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – September 9, 2025 Special Called Meeting Minutes

Respectfully submitted:

Ingrid Rex
Interim City Secretary

CITY OF DENTON CITY COUNCIL MINUTES
September 9, 2025

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Meeting on Tuesday, September 9, 2025, at 2:00 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Gerard Hudspeth, Mayor Pro Tem Suzi Rumohr and Council Members Brian Beck, Vicki Byrd, Joe Holland, and Jill Jester

ABSENT: Council Member Brandon Chase McGee

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

• None

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

• Clarification:

- Council Member Holland asked for clarification on Consent Agenda Item U. Clarification was provided by Dustin Sternbeck.
- Mayor Pro Tem Rumohr asked for clarification on Individual Consent Item 3.A. Clarification was provided by Brenda Haney.

A. ID 25-1378 Meeting Questions, Responses & Handouts

3. Work Session Reports

A. ID 25-1536 Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 Annual Internal Audit Plan. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed. Following discussion, council consensus was to prioritize completion of catch-up items, and new audits for 1) Financial Planning Audit; followed by equal emphasis on 2) Vehicle Management, and 3) Climate Resiliency, specifically Weather Preparedness. City Auditor to come back with recommendations as to the division of hours to be allocated to the three priorities. Regarding FY 25-26 City Council Directed Consultation Projects, consensus was to complete Council Travel Expense Compliance Reviews on an as needed basis or when a concern arises.

B. ID 25-1366 Receive a report, hold a discussion, and give staff direction on an update to the City's Inclement Weather Policy. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented, and discussion followed. Following discussion, City Council consensus was to move forward with staff recommendations.

C. ID 25-1566 Receive a report, hold a discussion, and give staff direction regarding the City Manager's Proposed FY 2025-26 Budget. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented, and discussion followed. Following discussion, City Council consensus was to move forward with staff recommendations. On the hotel occupancy allocations, consensus was to bring the item back at a later Work Session with funding options for Council to consider.

D. ID 25-033 Receive a report, hold a discussion, and give staff direction on pending City Council requests for: 1) Uniformity of board and commission member terms. [Estimated Presentation/Discussion Time: 30 minutes]

Following discussion, City Council consensus was for an Informal Staff Report (ISR).

The work session ended at 4:31pm.

SPECIAL CALLED MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Meeting on Tuesday, September 9, 2025, at 5:08 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Gerard Hudspeth, Mayor Pro Tem Suzi Rumohr and Council Members Brian Beck, Vicki Byrd, Joe Holland and Jill Jester

ABSENT: Council Member Brandon Chase McGee

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

1. CONSENT AGENDA

The Consent Agenda consisted of Items 4.A - Y. During the Work Session held earlier in the day, no items were pulled for Individual Consideration.

Council Member Holland moved to adopt the Consent Agenda as presented. Motion seconded by Council Member Beck. Motion carried unanimously.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (1): Council Member McGee

A. ID 25-1591 Consider approval of a resolution of the City of Denton confirming the appointment of Ingrid Rex as the Interim City Secretary; and providing an effective date.
ASSIGNED RESOLUTION NO. 25-1591

B. ID 25-066 Consider approval of the minutes of the August 9, 2025, Budget Workshop Meeting and the August 19, 2025, Regular Meeting.
APPROVED

C. ID 25-1575 Consider a nomination/reappointment to the Denton Police Department Chief of Police Advisory Board.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

D. ID 25-1571 Consider a nomination/reappointment to the Denton Police Department Chief of Police Advisory Board.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

E. ID 25-1569 Consider a nomination/reappointment to the City of Denton Library Board.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

F. ID 25-1572 Consider a nomination/reappointment to the City of Denton Planning and Zoning Commission.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

G. ID 25-1576 Consider a nomination/reappointment to the City of Denton Planning and Zoning Commission.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

H. ID 25-1568 Consider a nomination/reappointment to the City of Denton Public Utilities Board.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

I. ID 25-1570 Consider a nomination/reappointment to the City of Denton Zoning Board of Adjustment.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

J. ID 25-1635 Consider a nomination/reappointment to the City of Denton Planning and Zoning Commission.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

K. ID 25-1636 Consider a nomination/appointment to the City of Denton Historic Landmark Commission.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

L. ID 25-1574 Consider a nomination/reappointment to the City of Denton Sustainability Framework Advisory Committee.
APPROVED
APPOINTMENT LISTED ON EXHIBIT A

M. ID 25-1486 Consider approval of a resolution authorizing the City Manager to sign a Memorandum of Understanding with the City of Arlington, City of Fort Worth, Dallas Fort Worth International Airport, Perot Field, and the City of Mineral Wells regarding the development of an airport coalition of take-off and landing locations for electric vertical take-off and landing (eVTOL) vehicles; and providing an effective date. Airport Advisory Board recommends approval (5-0).
ASSIGNED RESOLUTION NO. 25-1486

N. ID 25-1499 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Mountain Cascade of Texas, LLC, for the construction and movement of public water/wastewater utilities in support of TxDOT's FM 1515 widening from I-35 Frontage Road to Westcourt Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-007 - awarded to Mountain Cascade of Texas, LLC, in the not-to-exceed amount of $4,987,742.55). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1499

O. ID 25-1500 Consider adoption of an ordinance of the City of Denton, Texas, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Enverus, Inc., for load and renewable forecasting services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date. (RFP 8800 - awarded to Enverus, Inc., in the three (3) year not-to-exceed amount of $255,000.00). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1500

P. ID 25-1501 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Enverus, Inc., for Market Fundamentals and Analytics Services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8843 - awarded to Enverus, Inc., in the three (3) year not-to-exceed amount of $247,500.00). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1501

Q. ID 25-1502 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8716 for the

DME Compensation Study for the Human Resources Department; and providing an effective date (RFP 8716).
ASSIGNED ORDINANCE NO. 25-1502

R. ID 25-1503 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Safe Software Inc., for the purchase of the Feature Manipulation Engine (FME) for the Technology Services Department, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8756 - awarded to Safe Software Inc., for one (1) year, with the option for three (3) additional one (1) year extensions, in the total four (4) year not-to-exceed amount of $125,000.00).
ASSIGNED ORDINANCE NO. 25-1503

S. ID 25-1504 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Boot Barn, Inc., for the citywide full service boot program for various city departments; providing for the expenditure of funds therefor; and providing an effective date (RFP 8769 - awarded to Boot Barn Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $750,000.00).
ASSIGNED ORDINANCE NO. 25-1504

T. ID 25-1505 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with SHI Government Solutions, Inc., through The Interlocal Purchasing System (TIPS) Cooperative Program Contract No. 230105, for the procurement of the NEOGOV Suite for the Human Resources Department; providing for the expenditure of funds therefor; and providing an effective date (File 8893 - awarded to SHI Government Solutions, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,136,407.66).
ASSIGNED ORDINANCE NO. 25-1505

U. ID 25-1538 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Zencity Technologies US, Inc., for a centralized community engagement and community sentiment software for the Marketing and Communications Department; providing for the expenditure of funds therefore; and providing an effective date (RFP 8852 - awarded to Zencity Technologies US, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.00).
ASSIGNED ORDINANCE NO. 25-1538

V. ID 25-1540 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Techline, Inc., for the purchase of transmission hardware supplies to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (IFB 8872 - awarded to Techline, Inc., for one (1) year, with the option for four (4)

additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,500,000.00).
ASSIGNED ORDINANCE NO. 25-1540

W. ID 25-1541 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Doggett Freightliner of South Texas, LLC, through the Buy Board Cooperative Purchasing Network Contract Nos. 687-22 and 723-23, for purchases, maintenance, and repairs of medium-duty and heavy-duty trucks for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8873 - awarded to Doggett Freightliner of South Texas, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $4,303,585.00).
ASSIGNED ORDINANCE NO. 25-1541

X. ID 25-1547 Consider adoption of an ordinance by the City of Denton authorizing the City Manager to execute a Gas Line Rearrangement and Abandonment Agreement with EnLink North Texas Gathering, LP ("EnLink"), for the relocation of a 6-inch gas pipeline (DC-320), ("EnLink Facilities"), for the City's Hickory Creek Road Phase 3 Widening and Realignment Project; providing for the expenditure of funds in the not-to-exceed amount of Three Hundred Twenty-Five Thousand Twenty-Three Dollars ($325,023.00); authorizing the expenditure of funds therefor; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1547

Y. ID 25-1592 Consider adoption of an ordinance of the city council of the City of Denton, Texas, approving a negotiated settlement between the Atmos cities steering committee ("ACSC") and Atmos Energy Corp., Mid-Tex division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.
ASSIGNED ORDINANCE NO. 25-1592

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 25-1498 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract and lease agreement with Mayhill Renewables, LLC, to design, fabricate, construct, commission, and operate a Renewable Natural Gas (RNG) Facility to treat landfill and digester gas at the City of Denton Landfill for the Solid Waste and Water Utilities Departments; providing for the expenditure of funds therefor; and providing an effective date (RFP 8465 - awarded

to Mayhill Renewables, LLC, for a primary construction phase and twenty (20) year term). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1498

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed. No citizen comments were received.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr.

Motion carried unanimously.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland and Jester

NAYS (0): None

ABSENT (1): Council Member McGee

B. ID 25-1520 Consider approval of a resolution of the City of Denton nominating members to the Board of Directors of the Denton Central Appraisal District; and providing an effective date.
POSTPONED TO SEPTEMBER 30, 2025

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed. Following discussion, the item was postponed by unanimous consent to September 30, 2025.

The meeting was adjourned at 5:28 p.m. and resumed at 6:30 p.m.

2. PUBLIC HEARINGS

A. ID 24-2622 Hold a public hearing and receive citizen input on the FY 2025-26 Proposed Budget.

Taxpayer Impact Statement	FY 2025 Adopted	FY 2026 No-New-Revenue	FY 2026 Proposed
Tax Rate Total tax rate (per $100 of value)	$0.585420	$0.554279	$0.595420
Median homestead taxable value	$379,836	$386,698	$386,698
Tax on average homestead	$2,223.64	$2,143.39	$2,302.48
Difference to Current Year Tax Bill		($80.25)	$78.84

There were no online registrations or call-ins on the item.
The item was presented and discussion followed.

The public hearing was opened. There were no citizen comments received. No action was taken as the item was only a public hearing.

The public hearing will continue at the next City Council meeting on September 16, 2025.

B. ID 24-2623 Hold a public hearing on proposed property tax increase that will not exceed $0.605420 per $100 valuation. The proposed rate will exceed the no-new revenue tax rate ($0.554279 per $100) but will not exceed the voter-approval tax rate ($0.610157 per $100).

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

The public hearing was opened. There were no citizen comments received. The public hearing will continue at the next City Council meeting on September 16, 2025.

No action was taken as the item was only a public hearing.

4. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 7:01 p.m.

_____	_____
GERARD HUDSPETH	INGRID REX
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - BOARDS & COMMISSIONS - APPOINTEES
September 9, 2025

BOARD/COMMITTEE/COMMISSION	COUNCIL PLACE	NOMINATED BY CCM	APPOINTED	PRESENT TERM	NEW TERM	STATUS & QUALIFICATION OR PREFERENCE, IF ANY
Denton PD Chief of Police Advisory Board	1	Byrd	Daniel Clanton	1	September 1, 2025 through August 31, 2028	
Denton PD Chief of Police Advisory Board	4	Holland	Donna Smith	1	September 1, 2025 through August 31, 2028	
Library Board	1	Byrd	Jean Greenlaw	N/A	September 1, 2025 through August 31, 2027	
Planning and Zoning Commission	7	Hudspeth	Erica Garland	1	September 1, 2025 through August 31, 2027	
Planning and Zoning Commission	4	Holland	Lisa Dyer	1	September 1, 2025 through August 31, 2027	
Planning and Zoning Commission	5	McGee	Daniel Ketchersid	N/A	Unexpired Term: September 1, 2024 through August 31, 2026	
Public Utility Board	6	Jester	Robert Rayner	1	September 1, 2025 through August 31, 2029	
Zoning Board of Adjustment	1	Byrd	Liam Gaume-Wakefield	1	September 1, 2025 through August 31, 2027	
Historic Landmark Commission	1	Byrd	John Hoenig	N/A	Unexpired Term: September 1, 2024 through August 31, 2026	
Sustainability Framework Advisory Committee	1	Byrd	Camelia Maier	1	September 1, 2025 through August 31, 2027	

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 14, 2025

SUBJECT

Consider a nomination to the City of Denton Public Art Committee.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Andrew Beck was received from Council Member Byrd (District 1) for a vacancy on the Public Art Committee. The vacancy is for a term commencing September 1, 2025 and ending August 31, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
Interim City Secretary

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Community Services**

CM/ DCM/ ACM: **Christine Taylor, Assistant City Manager**

DATE: **October 14, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City of Denton and the Denton Affordable Housing Corporation; to expend HOME Investment Partnership Program funds for operating expenses; authorizing the expenditure of funds in an amount not to exceed $46,711.59 and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Foster Economic Opportunity and Affordability.

DISCUSSION

On May 2, 2025, the Community Services Advisory Committee (CSAC) finalized their recommendations to City Council for the 2025 Action Plan. All projects and programs to be approved by The Department of Housing and Urban Development (HUD) under the 2025 Action Plan are funded through Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and program income from the use of these funds. In addition to federal funds, the City Council allocates General Fund dollars to provide grants for social service agencies. The following narrative describes the recommendations from the CSAC for estimated federal and general fund dollars available for the 2025-26 program year. (**Exhibit 2)**

The Denton Affordable Housing Corporation (DAHC) is a locally certified Community Housing Development Organization (CHDO). The HOME Investment Partnership Program (HOME) requirements state that 15 percent of a participating jurisdiction's funding must be allocated to CHDO-administered programs. On an annual basis, the City of Denton allocates a minimum of 15 percent of the City's HOME allocation to DAHC for various affordable housing programs. Up to five percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of CHDOs. This amount is in addition to amounts set aside for housing projects that are owned, developed, or sponsored by CHDOs.

A portion of this year's HOME allocation will provide DAHC with $46,711.59 of funding for operating expenses. The 2024 and 2025 HOME funds will be reimbursed to DAHC as costs are documented, reviewed, and approved by Community Development staff.

HOME Project Funding

Funding for HOME projects is included in the 2025 Action Plan for Housing and Community Development for program year October 1, 2025, through September 30, 2026. City Council approved the 2025 Action Plan for Housing and Community Development with Ordinance No. 25-193, on July 22, 2025. The U.S. Department of Housing and Urban Development (HUD) approved the Action Plan in September 2025, and funds will become available in October 2025.

Service Agreement
This Service Agreement establishes the agreement between the City and the agency regarding the total allocation of funding along with responsibilities, eligible activities, performance measures, and duration of the agreement. (**Exhibit 3**).

OPTIONS

- Approve the funding agreement
- Do not approve the funding agreement

RECOMMENDATION

- Approve the funding agreement.

ESTIMATED SCHEDULE OF PROJECT

- City Council Approves Funding Agreements – September 30, 2025
- Agency initiates and completes the scope of work, request reimbursement for eligible activities – October 1, 2025, through September 30, 2026
- Community Services staff monitors agencies for compliance through monthly reporting requirements and onsite inspection until September 2026.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – 2025-26 CSAC Funding Recommendations and Descriptions
Exhibit 3 – Agency Ordinance-Agreement

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Leia Atkinson
Housing Programs Coordinator

Luisa Garcia
Community Development Manager

2025-26 Community Development Grant Program Application
Final Funding Recommendations

Organization	Application Type	Service Type	2024-25 Award	2025-26 Request	2025-26 CSAC Funding Recommendation - Adjusted for final HUD amounts	Funding Recommendation by Source: CDBG FUNDS	GENERAL FUNDS	HOME FUNDS
Court Appointed Special Advocates of Denton County, Inc.	Human Services	Family Resources	$30,000.00	$40,000.00	$35,340.00		$35,340.00	
Children's Advocacy Center	Human Services	Victim Services	$25,000.00	$100,000.00	$40,388.00		$40,388.00	
SPAN Inc.	Human Services	Food Security	$25,500.00	$27,000.00	$25,243.00	$17,556.00	$7,687.00	
Communities in Schools	Human Services	Child Care/Education	$27,500.00	$39,600.00	$35,340.00		$35,340.00	
Denton County Friends of the Family	Human Services	Homeless/ Housing	$40,000.00	$50,000.00	$45,437.00	$45,437.00		
PediPlace	Human Services	Healthcare	$30,000.00	$50,000.00	$35,339.00		$35,339.00	
Denton County MHMR	Human Services	Behavioral Health	$28,000.00	$60,000.00	$30,291.00		$30,291.00	
City of Denton Parks Department	Human Services	Child Care	$45,000.00	$90,000.00	$43,922.00	$43,922.00		
Our Daily Bread	Human Services	Homelessness	$39,134.00	$100,000.00	$39,378.00		$39,378.00	
North Texas Solutions for Recovery[1]	Human Services	Mental Health	$45,000.00	$100,000.00	$0.00		$0.00	
Giving Grace	Human Services	Homeless Services	$40,000.00	$100,000.00	$36,854.00		$36,854.00	
Cumberland Youth and Family Services	Human Services	Family Resources	$15,000.00	$25,000.00	$16,155.00		$16,155.00	
The Salvation Army	Human Services	Homeless/Food Security	$30,000.00	$65,000.00	$25,242.00		$25,242.00	
Refuge for Women	Human Services	Victim Services	$0.00	$50,000.00	$15,360.00		$15,360.00	
Recovery Resource Council	Human Services	Behavioral Health	$0.00	$100,000.00	$0.00		$0.00	
Health Services of North Texas	Human Services	Healthcare	$50,000.00	$75,000.00	$50,485.00	$50,485.00		
Paisley Street Preschool[3]	Human Services	Daycare Services	$10,000.00	$100,000.00	$15,145.00		$15,145.00	
Community Services, Inc.	Human Services	Rent Assistance	$0.00	$100,000.00	$0.00		$0.00	
Denton Christian Preschool	Human Services	Daycare Services	$30,000.00	$35,000.00	$30,291.00		$30,291.00	
TRANSCEND STEM Education	Human Services	Workforce Development	$0.00	$25,000.00	$0.00		$0.00	
Opening Doors International Services, Inc.	Human Services	Immigration Services	$15,000.00	$30,000.00	$15,145.00		$15,145.00	
Project Hope Family Enrichment Center	Human Services	Utility Assistance	$0.00	$100,000.00	$0.00		$0.00	
Silent Voyces	Human Services	Mental Health	$0.00	$52,043.00	$0.00		$0.00	
Care Cuts	Human Services	Healthcare	$0.00	$35,000.00	$0.00		$0.00	
SUBTOTAL HUMAN SERVICES			$525,134.00	$1,548,643.00	$535,355.00	$157,400.00	$377,955.00	$0.00
Denton Affordable Housing Corporation	Housing	Housing Construction	$221,000.00	$471,590.00	$471,590.00			$471,590.00
Denton County Friends of the Family Project	Housing	Housing Repairs	$0.00	$53,000.00	$53,000.00	$53,000.00		
City of Denton Minor Repair	Housing	Minor Repairs	$449,730.74	$400,000.00	$468,647.26	$468,647.26		
SUBTOTAL HOUSING PROGRAMS			$670,730.74	$924,590.00	$993,237.26	$521,647.26	$0.00	$471,590.00
Fred Moore Park Scoreboards Project	Public Facility/ Improvements	Park Improvements	$0.00	$18,003.00	$18,000.00	$18,000.00		
Denia Park Shade Structures Project	Public Facility/ Improvements	Park Improvements	$0.00	$250,000.00	$250,000.00	$250,000.00		
SUBTOTAL PUBLIC FACILITY/IMPROVEMENTS			$0.00	$268,003.00	$268,000.00	$268,000.00	$0.00	$0.00
TOTALS			$1,195,864.74	$2,741,236.00	$1,796,592.26	$947,047.26	$377,955.00	$471,590.00
FUNDING AVAILABLE				$2,444,697.05	$2,444,697.05	$947,047.26	$377,955.00	$1,119,694.79
BALANCE				$296,538.95	$648,104.79	$0.00	$0.00	$648,104.79

NOTES:

[1]North Texas Solutions for Recovery is no longer in business as of April 2025.

[2]The HOME unprogrammed funds will be allocated through a substantial amendment.

[3]Denton City County Day School name changed to Paisley Street Preschool

2025-26 Community Development Grant Program
Project Descriptions

Organization	Project Description	Funding Amount	Projected Outputs
	HUMAN SERVICES PROJECTS		
Children's Advocacy Center for North Texas, Inc.	Direct client services to help child abuse victims and families needing services.	$40,388	183
COD PARD Summer Kids Camp	Full and partial scholarships for a summer day camp program to income-eligible kids in need of quality care, mentoring, development of life skills, leadership, respect for others and respect for self.	$43,922	57
Communities in Schools	Dropout prevention programs in Denton ISD campuses located within city limits of Denton serving grades K-12 students who struggle with academic, social, emotional, and/or physical barriers to success and are at-risk of dropping out of school based on Texas Education Agency's 14 at-risk criteria.	$35,340	946
Court Appointed Special Advocates of Denton County, Inc.	Recruit, train and support community volunteers to advocate for the best interest of abused and neglected children, and to promote community awareness of child abuse issues.	$35,340	195
Cumberland Youth and Family Services	Trauma-informed mental healthcare to children, individuals, families, and couples who qualify for services based on income, location, and lack of insurance.	$16,155	22
Denton Christian Preschool	Quality education for preschool age children in the Denton community to ensure children are at or above grade level when entering kindergarten and help end generational poverty. Funds will cover a portion of salaries for two (2) employees – Bilingual Teacher and Bus Driver.	$30,291	40
Paisley Street Preschool	Full-time early learning experiences for children ages 18 months to 5 years old on a sliding scale tuition.	$15,145	45
Denton County Friends of Family	Salary support for a Shelter Director to ensure shelter is properly equipped to improve clients' sense of safety, provide support in overcoming the impact of violence and abuse and begin the process of helping the client achieve and maintain self-sufficiency free from family violence.	$45,437	240
Denton County MHMR	Outreach to Suicide Survivors by LOSS Team who are on-site at the scene of a suicide to provide resources and hope to newly bereaved. Funds will cover the cost of the LOSS Team Coordinator salary.	$30,291	15
Giving Grace	Supportive services including case management to individuals transitioning from homelessness and into housing.	$36,854	19
Health Services of North Texas	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health & prenatal care).	$50,485	201
Opening Doors International Services	Outreach, consultation on immigration benefits and openings for immigration cases at low- or no-cost.	$15,145	255
Our Daily Bread	Salary will support two case managers that assist with intake and data collection and reporting for guests entering in the program.	$39,378	316
PediPlace	Primary healthcare for children residing in Denton ages birth to 18 who are uninsured or qualify for Medicaid or CHIP benefits.	$35,339	555
Refuge for Women	Direct service for survivors of sex trafficking with long-term residential housing and supportive services	$15,360	15
SPAN, Inc.	Senior nutrition program providing hot, nutritionally regulated home delivered and congregate meals for senior adults in Denton.	$25,243	402
The Salvation Army, A Georgia Corp - Denton	Assistance with food provided during the K.A.R.E. Kitchen daily meals and Food Pantry for clients experiencing homelessness and low-income households.	$25,242	1,800
	TOTAL	**$535,355**	***5,306***
	HOUSING PROJECTS		
City of Denton - Minor Repair Program	The program addresses urgently needed repairs of homes in the city limits of Denton up to $24,500 for low and moderate income households.	$468,647	48
Denton Affordable Housing Corporation (DAHC)	DAHC will use the funds to develop 3 single family new construction units, provide homebuyer assistance to low and moderate income buyer and for DAHC operating costs.	$471,590	3
Denton County Friends of the Family Project	Project consists of repairing a home with space configuration and ADA compliant. The home will be available as a transitional house when a family leaves emergency shelter and increase housing stability.	$53,000	1
	TOTAL	**$993,237**	***52 UNITS***
	PUBLIC FACILITY PROJECTS		
Parks and Recreation - Denia Park Shade Structures Project	Project includes the purchase and installation of a shade structure at Denia Park to provide areas of shade for park visitors.	$250,000.00	5,595
Parks and Recreation - Fred Moore Park Scoreboards Project	Project consists of purchase and installation of scoreboards for the football and softball fields at the Fred Moore Park.	$18,000.00	2,725
	TOTAL	**$268,000**	***8,320 PEOPLE***

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON AFFORDABLE HOUSING CORPORATION; TO EXPEND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR OPERATING EXPENSES; AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED $46,711.59; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Denton recognizes the need to assist low and moderate-income families in securing safe, sanitary and decent housing; and

WHEREAS, the City has received funds from the U.S. Department of Housing and Urban Development under the National Affordable Housing Act of 1990 as amended; and

WHEREAS, the City Council approved the 2025 Action Plan for Housing and Community Development which includes an authorized budget expenditure of funds for operating costs of Denton Affordable Housing Corp.; and

WHEREAS, the City has adopted a budget for such funds included therein an authorized program budget for expenditure of funds, for operating costs for the Denton Affordable Housing Corporation ("DAHC"); and

WHEREAS, Community Development has determined that the DAHC is the only locally-certified Community Housing Development Organization ("CHDO") that includes the required number of low-income citizens from the City or representatives of the low-income community on its board of directors necessary to satisfy federal requirements to serve the City's geographical area and that DAHC has provided management services to the City to provide affordable housing within the City which as significantly benefited the community; and

WHEREAS, DAHC has a demonstrated history of service to the community in the area of affordable housing; and

WHEREAS, this Agreement, therefore, qualifies as a sole source procurement in accordance with §252.022(7)(f) of the TEX. LOC. GOV'T CODE and does not need to be competitively bid; and

WHEREAS, the City Council deems it in the public interest to enter into an agreement for an affordable housing program with the DAHC; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager is hereby authorized to execute the attached Agreement between the City of Denton and Denton Affordable Housing Corporation for CHDO operating expenses pursuant to the terms contained therein.

SECTION 3. The City Council hereby authorizes the City Manager or their designee to expend funds in the manner and amount specified in the Agreement, not to exceed $46,711.59, and to take any other actions necessary to complete the City's obligations under the Agreement.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray Scott Bray
Deputy City Attorney

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HOME FUNDS: OPERATING EXPENSES AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON AFFORDABLE HOUSING CORPORATION

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and Denton Affordable Housing Corporation, a Texas non-profit corporation, hereinafter referred to as "DAHC".

WHEREAS, CITY is the administrator of HOME Investment Partnership Program funds (HOME Funds) received from the U. S. Department of Housing and Urban Development (HUD) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the Act); and

WHEREAS, the purpose of the HOME Investment Partnership Program (the HOME Program) is to increase the supply of decent, safe, sanitary, and affordable housing for very low income, low income and moderate-income households; and

WHEREAS, CITY has designated the Community Development Division as the City division responsible for the administration of this Agreement and all matters pertaining thereto; and

WHEREAS, CITY has designated DAHC as a Community Housing Development Organization (CHDO), as defined in 24 CFR 92.2 and 24 CFR 92.300(a); and

WHEREAS, CITY has recommended a grant of CHDO Operating Expenses to DAHC pursuant to 24 CFR 92.208 and 24 CFR 92.300 (the "Project"), subject to the terms specified herein below; and

WHEREAS, the City Council of the City of Denton found that this Agreement between the City and DAHC serves a municipal and public purpose, is in the public interest, and of a benefit to the citizens of the City of Denton;

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound, to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

1. CHDO PROVISIONS

A. CHDO Designation. Denton Affordable Housing Corporation has been designated by CITY as a Community Housing Development Organization (CHDO) as defined under 24 CFR 92.2 and 24 CFR 92.300(a).

B. Certification of Current and Continuing CHDO Status. Denton Affordable Housing Corporation hereby acknowledges that this Project is being funded with HOME funds reserved specifically for CHDOs and certifies that as of the date of this Agreement it meets the definition of a CHDO under 24 CFR 92.2. DAHC further certifies and agrees that it will continue to operate its affairs such that it continuously meets the CHDO definition for the life of this Agreement and will notify CITY immediately if any change in circumstance results in it no longer meeting these criteria at any time during the term of this Agreement. It further will provide documentation to CITY as may be requested from time to time to document that it continues to comply with the CHDO definition.

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2. TERM

This Agreement shall commence on or as of October 1, 2025, and shall terminate on September 30, 2026, unless sooner terminated because funding is no longer available or in accordance with Section 18 "Termination." The City shall have the right, but not the obligation, to extend the term of this agreement for one (1) additional one-year term.

3. CITY OBLIGATIONS

A. Limit of Liability. CITY will reimburse DAHC for expenses incurred pursuant to and in accordance with Section 4 of this agreement and the provisions of Exhibit A, Statement of Work and Exhibit B, Project Budget attached to this agreement. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of Forty-Six Thousand Seven Hundred Eleven and 59/100 Dollars ($46,711.59).

B. Measure of Liability. In consideration of full and satisfactory performance of the services and activities hereunder by DAHC and receipt of a request for payment with appropriate documentation of expenditures, CITY shall make payments to DAHC subject to the following:

(1) The parties expressly understand and agree that the CITY's obligations under this Section are contingent upon the actual receipt of adequate funds to meet CITY's liabilities under this Agreement. If adequate funds are not available or appropriated to make payments under this Agreement, CITY shall notify DAHC in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability, as specified in Subsection A of this Section, or terminate the Agreement.

(2) It is expressly understood that this Agreement in no way obligates the CITY to provide more funds than the amount shown in subsection A. above.

(3) CITY shall not be liable for any cost or portion thereof that:

(a) does not result directly from DAHC's operation as a Community Housing Development Organization (CHDO) and in fulfillment of its mission to develop affordable housing;

(b) has been paid, reimbursed or is subject to payment or reimbursement, from any other source;

(c) was incurred prior to September 30, 2025 or after the ending date specified in Section 2;

(d) is not in strict accordance with the terms of this Agreement, including all Attachments hereto;

(e) has not been billed to CITY on or before the earlier of sixty (60) calendar days following billing to DAHC or termination of this agreement; or

(f) is not an allowable cost identified in 24 CFR 92.208.

(4) CITY shall not be liable for any cost or portion thereof which is incurred with respect

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to any activity of DAHC requiring prior written authorization from CITY, or after CITY has requested that DAHC furnish data concerning such action prior to proceeding further, unless and until CITY advises DAHC to proceed.

(5) CITY shall not be obligated or liable under this Agreement to any party other than DAHC for payment of any monies or provision of any goods or services.

(6) Funding not expended within the period of the Agreement will revert to the City of Denton budget for use on alternative projects.

(7) CITY has the sole authority to designate changes to the Project Budget or to approve specific projects and programs authorized pursuant to the non-administration portion of the Project Budget.

(8) CITY shall not be obligated or liable under this Agreement for payment of any funds not allocated to CITY or withdrawn from CITY by HUD.

C. Payment Requests. Funds are to be used for the sole purpose described in the Statement of Work, Exhibit A, and funding based on the Project Budget, Exhibit B. DAHC shall include in each request for payment the following:

(1) A uniquely numbered and dated Invoice on DAHC's letterhead and addressed to CITY. DAHC's invoice will include the total amount being requested and line items and attachments that support all expenditures for which payment is requested, including timesheets for any employee of the DAHC whose salary is being paid by these grant funds will be attached. More specific information is contained in the Statement of Work, Exhibit A and based on the Project Budget, Exhibit B, both attached to this agreement.

D. Timeliness. The CITY will pay these funds on a reimbursement basis to DAHC within twenty-one days after CITY has received supporting documentation of eligible expenditures.

E. Excess payment. DAHC shall refund to CITY, within ten working days of CITY's request, any sum of money which has been paid by CITY, and which CITY at any time thereafter determines:

1. has resulted in overpayment to DAHC, or
2. has not been spent strictly in accordance with the terms of this Agreement, or
3. is not supported by adequate documentation to fully justify the expenditure.

F. Disallowed Costs. DAHC will refund to CITY any expense or charge for which payment has been made that is subsequently disallowed or disapproved by CITY or by HUD, or any other federal agency ("Disallowed Cost"), within ten working days of written notice to DAHC specifying the amount disallowed.

(1) In the event a refund is not made by DAHC within such period, CITY may reduce any amounts subsequently requested by DAHC in connection with any request for payment by the amount not refunded to CITY or take any action otherwise provided for by this Agreement.

(2) CITY shall not make payment to DAHC for any cost that has previously been

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determined to be a Disallowed Cost.

G. Deobligation of Funds.

(1) In the event that actual expenditure rates deviate from the rates specified in Exhibit A and B attached to this agreement, CITY hereby reserves the right to reappropriate any such under-expended funds.

(2) If CITY finds that DAHC is unwilling and/or unable to comply with any of the terms of this Agreement, or there is a partial or whole termination of the project, the CITY may issue a written demand for a refund of any and all money provided to DAHC pursuant to this Agreement, which money shall be refunded to CITY within ten working days of DAHC's receipt of said demand.

H. Contract close-out. The final expenditure report, for the time period covered by the last invoice requesting a drawdown of funds under this agreement, shall be submitted by DAHC to CITY within thirty (30) days following the close of the term of this Agreement, using the format as provided to DAHC by CITY.

4. DAHC OBLIGATIONS

DAHC hereby accepts the responsibility for the performance of all services and activities described in the Statement of Work attached hereto as Exhibit A and incorporated herein as if set forth at length, in accordance with the Project Budget attached hereto as Exhibit B, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein.

A. Amount of Funds. Up to Forty-Six Thousand Seven Hundred Eleven and 59/100 Dollars ($46,711.59) may be paid to DAHC by CITY, and the only expenditures reimbursed from these funds shall be those in accordance with Exhibit B for those eligible expenses listed in Exhibit A, attached to this agreement. DAHC shall not utilize these funds for any other purpose.

B. DAHC'S Obligations. In consideration of the receipt of funds from the CITY, the DAHC agrees to the following terms and conditions:

(1) DAHC shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, Final Guidance, and the regulations found at 24 CFR Part 92.

(2) DAHC will ensure that it does not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or $50,000, whichever is greater, of DAHC's total operating expenses in that fiscal year, pursuant to 24 CFR 92.300(f).

(3) DAHC understands that, in accordance with 2 CFR Part 200, suspension or termination may occur if it materially fails to comply with any term of this agreement. The agreement may also be terminated for convenience.

(4) DAHC shall not request disbursement of funds until they are needed for payment of eligible costs. The amount of each request will be limited to the amount needed as per 24 CFR 92.504 (c)(3)(viii).

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(5) DAHC will establish, operate, and maintain an account system for these funds that will allow for tracking of funds and a review of the financial status of the project. The system will be based on Generally Accepted Accounting Principles.

(6) DAHC will permit authorized CITY officials to review its books at any time.

(7) DAHC will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Community Development Office along with any amendments, additions, or revisions upon reasonable request.

(8) DAHC will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.

(9) DAHC will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to CITY's Community Development Division for further direction.

(10) DAHC will appoint a representative who will be available to meet with CITY officials when reasonably requested.

(11) DAHC will indemnify and hold harmless CITY, its officers, and employees, from any and all claims and suits arising out of the project or activities of DAHC, its employees, or contractors.

(12) DAHC will submit to CITY copies of year-end audited financial statements.

5. REPRESENTATIONS

A. The CITY's Director of Community Development will be CITY's representative responsible for the administration of this Agreement.

B. CITY will consider DAHC's Executive Director to be DAHC's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from DAHC and approved by CITY.

C. The CITY is providing funding to DAHC in order to promote the development of affordable housing for low-income households.

D. DAHC assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

E. The person or persons signing and executing this Agreement on behalf of DAHC do hereby warrant and guarantee that he, she, or they have been fully authorized by DAHC to execute this Agreement on behalf of DAHC and to validly and legally bind DAHC to all terms, performances and provisions herein set forth.

F. Debarment. DAHC certifies that it is not currently listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689 and will not enter into agreements to expend Federal funds with DAHCs that are currently listed.

G. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either DAHC or the

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person signing the Agreement to enter into this Agreement. DAHC is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this section.

H. DAHC agrees that the funds and resources provided under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, DAHC had this Agreement not been executed.

6. WARRANTIES

DAHC warrants that:

A. All information, reports and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.

B. Any supporting financial statements heretofore requested by CITY and furnished to that since said date, there has been no material change, adverse or otherwise, in the financial condition of DAHC.

C. No litigation or legal proceedings are presently pending or threatened against DAHC.

D. None of the provisions herein contravenes or conflicts with the authority under which DAHC is doing business or with the provisions of any existing indenture or agreement of DAHC.

E. DAHC has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of DAHC is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by DAHC to CITY.

G. Each of these warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

A. The CITY and DAHC agree to perform their duties arising pursuant to the Agreement in compliance with the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program regulations at 24 CFR Part 92 and 2 CFR Part 200.

B. Other Federal Requirements. DAHC agrees to develop and operate the Project in full compliance with other related federal requirements.

C. Compliance with All Applicable Laws and Regulations. DAHC agrees to comply fully with all applicable laws, laws of the State of Texas, and ordinances of the City of Denton that are currently in effect or that are hereafter amended during the performance of this

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

AGREEMENT. These laws include, but are not limited to:

(1) HOME Investment Partnerships Act

(2) Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) including provisions requiring recipients of federal assistance to ensure meaningful access by person of limited English proficiency

(3) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.)

(4) Executive Orders 11063, 11246 as amended by 11375 and 12086 and as supplemented by Department of Labor regulations 41 CFR, Part 60he Age Discrimination in Employment Act of 1967

(5) The Age Discrimination Act of 1975 (42 U.S.C. Sections 6101 et seq.)

(6) Immigration Reform and Control Act of 1986 (8 U.S.C. Sections 1101 et seq.) specifically including the provisions requiring employer verifications of legal status of its employees

(7) The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101 et seq.), the Architectural Barriers Act of 1968 as amended (42 U.S.C. sections 4151 et seq.) and the Uniform Federal Accessibility Standards, 24 CFR Part 40, Appendix A

(8) Regulations at 24 CFR Part 87 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons

(9) Drug Free Workplace Act of 1988 (41 U.S.C. Sections 701 et seq.) and 24 CFR Part 23, Subpart F

(10) Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participation by ineligible, debarred or suspended persons or entities

(11) Regulations at 24 CFR Part 92, Home Investment Partnerships Program Final Rule

(12) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et seq.

(13) Federal Funding Accountability and Transparency Act of 2006, (Pub.L. 109-282, as amended by Section 6205(a) of Pub.L. 110-252 and Section 3 of Pub.L. 113-101)

(14) Federal Whistleblower Regulations, 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 41 U.S.C. 4310.

D. Environmental Review. The Parties agree and acknowledge that this AGREEMENT does not constitute a commitment of HOME Funds, and that such commitment or approval may occur only upon satisfactory completion of environmental review and receipt by CITY of an authorization to use grant funds from HUD under 24 CFR Part 58.

E. Certification Regarding Lobbying. DAHC certifies that it will not and, to the best of its knowledge, has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. DAHC further agrees that it shall disclose any lobbying with non-Federal funds that takes place in

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

connection with obtaining any Federal award.

F. DAHC Procurement Standards. DAHC shall ensure that procurement of materials and services is done per 2 CFR Part 200. DAHC shall comply with all applicable federal, state and local laws, regulations, and ordinances for making procurements under this AGREEMENT. DAHC shall establish written procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

G. Cost Principles/Cost Reasonableness. The eligibility of costs incurred for performance rendered shall be determined in accordance 2 CFR Part 200.402 through 2 CFR Part 200.405, as applicable, regarding cost reasonableness and allocability.

H. Financial Management Standards. DAHC agrees to adhere to the accounting principles and procedures required in 2 CFR Part 200, as applicable, utilize adequate internal controls, and maintain necessary supporting and back-up documentation for all costs incurred in accordance with 2 CFR Part 200.302 and Part 200.303.

I. Uniform Administrative Requirements. DAHC will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, as applicable, or any reasonably equivalent procedures and requirements that CITY may require.

J. Compliance with FFATA and Whistleblower Protections. DAHC shall provide CITY with all necessary information for CITY to comply with the requirements of 2 CFR Part 300(b), including provisions of the Federal Funding Accountability and Transparency Act ("FFATA") governing requirements on executive compensation and provisions governing whistleblower protections contained in 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 41 U.S.C. 4310.

K. Internal Controls. In compliance with the requirements of 2 CFR Part 200.303, DAHC shall:

(1) Establish and maintain effective internal control over the HOME Funds that provides reasonable assurance that DAHC is managing the HOME Funds in compliance with federal statutes, regulations, and the terms and conditions of this AGREEMENT. These internal controls shall comply with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework";

(2) Comply with federal statutes, regulations, and the terms and conditions of this AGREEMENT;

(3) Evaluate and monitor DAHC's compliance with statutes, regulations and the terms and conditions of this AGREEMENT;

(4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

(5) Take reasonable measures to safeguard protected personally identifiable information and other information that HUD or CITY designates as sensitive or DAHC considers sensitive consistent with applicable federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

L. Nondiscrimination and Equal Opportunity, Affirmative Marketing, Displacement and Relocation, Labor Relations, and Conflict of Interest. DAHC shall comply with all applicable Federal laws and regulations at 24 CFR 92 subpart H. Subpart H prescribes procedures for compliance in these areas.

M. EQUAL OPPORTUNITY During the performance of this Agreement, DAHC is subject to Executive Order 11246, as amended, and, therefore, agrees to the following:

(1) DAHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. DAHC will take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, religion, sex, national origin, or familial status, concerning such employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or their apprenticeship. DAHC agrees to post in conspicuous places, available to both employees and applicants for employment, notices to be provided by the CITY setting forth provisions of this nondiscrimination clause.

(2) DAHC, in all solicitations or advancements for employees placed by or on behalf of DAHC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(3) DAHC will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) DAHC will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) DAHC will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) DAHC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

(7) In the event of the DAHC's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and DAHC may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CITY has included these provisions of paragraphs (1) through (8) in this Agreement pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CITY will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CITY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CITY may request the United States to enter into such litigation to protect the interests of the United States.

N. In accordance with Sections 24 CFR 92.350 and 92.351 of the HOME regulations, except for specific exceptions allowing elderly designated projects to apply age restrictions, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project activity funded in whole or in part from HOME funds. Additionally, and without limitation of any other state, local, or federal laws or regulations, the following requirements apply to this Agreement.

(1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;

(3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60; The nondiscrimination requirements of section 282 of the HOME Investment Partnerships Act at title II of the Cranston-Gonzales National Affordable Housing Act, as amended;

(4) The requirements of Section 3 of the Housing and Urban Development Act of 1968 (U.S.C. 1701u) as evidenced by submission of Form HUD-60002 which the DAHC shall complete and return to CITY within ninety days of the date of this agreement, that:

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

(a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds be given to low-income persons residing within the unit of general local government or the metropolitan area as determined by HUD, in which the project is located; and

(b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area as the project.

(c) DAHC Responsibilities for Section 3 Requirements. CITY and DAHC understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD shall be a condition of the federal financial assistance provided to the project binding upon CITY and DAHC, and their respective successors, assigns, contractors and subcontractors. Failure to fulfill these requirements shall subject DAHC and its contractors and subcontractors and their respective successors and assigns to those sanctions specified by the grant agreement through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135. DAHC's responsibilities include:

   i. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;

   ii. Notifying potential contractors working on Section 3 covered projects of their responsibilities;

   iii. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;

   iv. Assisting and actively cooperating with the Neighborhood Services Department in making contractors and subcontractors comply;

   v. Refraining from entering contracts with contractors that are in violation of Section 3 regulations;

   vi. Documenting actions taken to comply with Section 3; and

   vii. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

(d) Section 3 Reporting Requirements. To comply with the Section 3 requirements, DAHC must submit the forms Section 3 Reporting Forms and take the following actions:

   i. Report to the CITY all applicants for employment, and all applicants for employment by contractors and any subcontractors on a quarterly basis. This shall include name, address, zip code, date of application, and status (hired/not-hired) as of the date of the report.

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

ii. Advertise available positions to the public for open competition and provide documentation to CITY with the quarterly report that demonstrates such open advertisement, in the form of printout of Texas Workforce Commission posting, copy of newspaper advertisement, copy of flyers and listing of locations where flyers were distributed, and the like.

iii. Report to the CITY all contracts awarded by contractors and any subcontractors on a quarterly basis. This shall include name of contractor and/or subcontractor, address, zip code, and amount of award as of the date of the report.

(e) The nondiscrimination requirements of Section 282 of the HOME Investment Partnerships Act at title II of the Cranston-Gonzales National Affordable Housing Act, as amended. No Discrimination in Employment during the Performance of this AGREEMENT. DAHC agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the DAHC, shall state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, or sex. During the performance of this AGREEMENT DAHC agrees to the following provision, and will require that its contractors, subcontractors and vendors also comply with such provision by including it in all contracts with its contractors and vendors:

(f) DAHC's Contractors and ADA. In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), DAHC warrants that it will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of DAHC. DAHC warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold city harmless against any claims or allegations asserted by third parties, contractors, subcontractors or vendors against city arising out of DAHC's and/or its contractors', subcontractors', vendors', agents' or employees' alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

8. MONITORING AND EVALUATION

A. CITY reserves the right to monitor and evaluate the progress and performance of DAHC to ensure that the terms of this Agreement are being satisfactorily met in accordance with the terms herein. CITY reserves the right to perform an audit of DAHC's project operations and finances at any time during the term of this AGREEMENT for five (5) years thereafter, if CITY determines that such audit is necessary for CITY's compliance with the HOME Regulations or other CITY policies, and DAHC agrees to allow access to all pertinent materials as described herein.

(1) If such audit reveals a questioned practice or expenditure, such questions must be

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

resolved within 15 business days after notice to DAHC of such questioned practice or expenditure.

(2) If questions are not resolved within this period, CITY reserves the right to withhold further funding under this and/or other Agreement(s) with DAHC.

(3) If such an audit determines that DAHC has falsified any documentation or misused, misapplied or misappropriated home funds or spent home funds on any ineligible activities, DAHC agrees to reimburse city the amount of such monies plus the amount of any sanctions, penalty or other charge levied against City by HUD because of such actions.

B. DAHC agrees to provide CITY, HUD, HUD's Office of Inspector General, the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their representatives access to the Project and its records for the purpose of monitoring and evaluating activities to ensure compliance by DAHC with applicable requirements and the provisions of this Agreement.

C. DAHC agrees to cooperate fully with CITY and provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities.

D. DAHC agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff.

E. DAHC shall give the City of Denton, the U.S. Department of Housing and Urban Development, and any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers belonging to or in use by DAHC pertaining to this Agreement. Such rights to access shall continue as long as DAHC is required to retain the records (Section 9. C.).

F. DAHC agrees to provide reports to CITY and to maintain records documenting compliance with this Agreement, the HOME rules, and all other applicable federal, state, and local laws and regulations. DAHC agrees to provide upon request the following data and reports, or copies thereof:

(1) All external or internal evaluation reports.

(2) Financial statements no less than once every three months. Each statement shall include current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances; and

(3) An explanation of any major changes in project services.

(4) An audit must be conducted in accordance with 2 CPR Part 200 as applicable. DAHC shall submit a copy of said audit to the Community Development Division within thirty days of receipt of the completed report.

9. MAINTENANCE OF RECORDS

A. DAHC shall establish and maintain records sufficiently detailed as to allow authorized persons from CITY, HUD, or any other authorized entity to determine whether this

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

agreement has been carried out in accordance with applicable rules and requirements and shall render said records immediately available to said entities and persons upon request, with or without prior notice.

B. DAHC agrees to maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this agreement that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of Exhibit A and Exhibit B, attached to this agreement, and with any other applicable Federal and State regulations establishing standards for financial management. DAHC's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

C. DAHC agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of the organization and expenditures of funds under this Agreement for five (5) years after the termination of all activities funded under this agreement.

D. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the five (5) year period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. At any reasonable time and as often as CITY may deem necessary, the DAHC shall make available to CITY or any of their authorized representatives, all of its records and shall permit CITY or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and all other data requested by said representatives.

F. Nothing in the above subsections shall be construed to relieve DAHC of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.

10.MEETINGS

A. DAHC shall ensure that the CITY is notified of all meetings, regular and special called, of the DAHC board of directors. Notice should be received by the CITY at least 72 hours prior to the meeting. Such notice shall include an agenda and a brief description of the matters to be discussed.

B. DAHC understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings.

C. Minutes of all meetings of DAHC's governing body shall be available to CITY within ten (10) working days of approval.

11. INSURANCE

A. DAHC shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with CITY named as certificate holder which requires that CITY and DAHC be notified in writing of any cancellation or change in the policy at least 30 days prior to such change or cancellation. Upon request of DAHC, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.

C. DAHC will comply with applicable workers' compensation statues and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable

D. DAHC will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by DAHC. All employees of DAHC who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in DAHC's files.

E. Actual losses not covered by insurance as required by this Section are not allowable costs under this Agreement and remain the sole responsibility of DAHC.

F. The policy or policies of insurance shall contain a clause which requires that CITY and DAHC be notified in writing of any cancellation or change in the policy at least thirty (30) days prior to such change or cancellation.

12. PERSONNEL POLICIES

Personnel policies shall be established by DAHC and shall be available for examination. Such personnel policies shall:

A. Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel;

B. Be in writing; and

C. Be approved by the governing body of DAHC.

13. CONFLICT OF INTEREST

(1) DAHC covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DAHC further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

(2) DAHC further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

(3) No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, partnership, or DAHC in which he has direct or indirect interest.

(4) While the conflict of interest provisions in 24 CFR 92.356 do not technically apply to DAHC's procurement of goods and services associated with the development or operation of the Project, DAHC agrees to notify CITY in writing and seek CITY approval prior to entering into any contract with an entity owned in whole or in part by a covered person or an entity owned or controlled in whole or in part by DAHC, the General Partner, any of the underlying individual DAHCs of the General Partner, or any of the Guarantors. CITY will review the proposed contract to ensure that the contractor is qualified and that the costs are reasonable. Approval of an identity of interest contract will be in CITY's sole discretion.

14. NEPOTISM

DAHC shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by DAHC or is a member of DAHC's governing board. The term "member of immediate family" includes wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother and half- sister.

15. POLITICAL OR SECTARIAN ACTIVITY

(1) None of the performance rendered hereunder shall involve any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

(2) None of the performance rendered hereunder shall involve or benefit in any, manner any sectarian or religious activity.

16. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

B. DAHC may not make transfers between or among approved line items within budget categories set forth in Exhibit B without prior written approval of CITY. DAHC shall request, in writing, the budget revision in a form prescribed by CITY, and such request for revision shall not increase the total monetary obligation of CITY under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the project funded under this Agreement.

C. DAHC will submit revised budget and project information, whenever the level of funding for DAHC or the project(s) described herein is altered according to the total levels contained in any portion of Exhibit A or Exhibit B.

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.

E. CITY may, from time to time during the term of the Agreement, request changes to the Agreement, which may include an increase or decrease in the amount of DAHC's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.

F. Any alterations, deletions, or additions to the Project budget incorporated in Exhibit B shall require the prior written approval of CITY.

G. DAHC agrees to notify CITY of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.

H. DAHC shall notify CITY of any changes in personnel or governing board composition.

I. It is expressly understood that neither the work performance of Exhibit A for any Project contracted hereunder nor the transfer of funds between or among said projects will be permitted.

17. SUSPENSION OF FUNDING

A. Upon determination by CITY of DAHC's failure to timely and properly perform each of the requirements, time conditions and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten (10) working days written notice to DAHC, withhold further payments to DAHC. Such notice may be given by mail to the Executive Officer and the Board of Directors of DAHC. The notice shall set forth the default or failure alleged, and the action required for cure.

B. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, DAHC may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If, however, CITY determines that DAHC has not come into compliance, this Agreement may be terminated under Section 14 of this Agreement.

18. TERMINATION

A. Termination for Cause. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:

(1) Failure to comply with the terms and conditions hereof;

(2) Failure to comply with HOME Program regulations, fair housing laws, and other federal requirements related to the Project;

(3) A default by DAHC; and

(4) Any event of fraud, misrepresentation, gross negligence, or willful misconduct by

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

DAHC in the execution or performance of this Agreement or in its application for participation in the HOME Program.

B. CITY shall promptly notify DAHC in writing of the decision to terminate and the effective date of termination.

C. The CITY shall have the right to terminate this Agreement for convenience, in whole or in part by written notification to the DAHC which shall include the reason for such termination, the effective date and the portion to be terminated.

D. DAHC shall have the right to terminate this Agreement for convenience, in whole or in part, by written notification to the CITY, which shall include the reason for such termination, the effective date and the portion to be terminated.

E. Upon receipt of notice to terminate, DAHC shall cancel, withdraw, or otherwise terminate any out-standing orders or subcontracts, which relate to the performance of this Agreement. CITY shall not be li-able to DAHC or DAHC's creditors for any expenses, encumbrances, or obligations whatso-ever incurred after the termination date listed on the notice to terminate referred to in this paragraph.

F. Termination for Convenience. In addition to the termination provision, this Agreement may be terminated by CITY upon thirty (30) days written notice. In the event of termination under this section, DAHC shall have no claim of payment or claim of benefit for any incomplete project activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses. In terminating in accordance with 2 CFR Part 200, Appendix II, this AGREEMENT may be terminated in whole or in part only as follows:

(1) By CITY with the consent of DAHC in which case the Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) By DAHC upon written notification to CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of a partial termination, CITY may terminate the Contract in its entirety if CITY determines in its sole discretion that the remaining portion of the Contract to be performed or HOME Funds to be spent will not accomplish the purposes for which this AGREEMENT was made.

G. Notwithstanding any exercise by CITY of its right of suspension or termination, DAHC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by DAHC, and CITY may withhold any reimbursement to DAHC until such time as the exact amount of damages due to CITY from DAHC is agreed upon or otherwise determined.

19. INDEMNIFICATION

A. It is expressly understood and agreed by both parties hereto that CITY is contracting with DAHC as an independent contractor and that as such, DAHC shall save and hold CITY, its officers, agents, and employees harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands,

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suits, or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent, or representative of DAHC.

B. DAHC agrees to provide the defense for, and to indemnify and hold harmless CITY, its agents, employees, or contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds including administration and implementation except to the extent caused by the willful act or omission of CITY, its agents, employees, or contractors.

C. DAHC hereby agrees to reimburse, indemnify and save and hold CITY and its successors and assigns harmless from and against any damage, liability, loss, penalty, charge, cost or deficiency, including but not limited to any repayment obligation to HUD incurred by CITY under 24 CFR 92.503(b), reasonable attorney's fees, and other costs and expenses incident to monitoring, remedial actions, proceedings or investigations and the defense of any claim, arising out of, resulting from or related to, and to pay to CITY or its successor in interest, on demand, the full amount of any sum which CITY or its successor has paid or becomes obligated to pay on account of:

(1) Any misrepresentation, omission, or the breach of any representation or warranty of the DAHC under the AGREEMENT;

(2) Any failure of the DAHC to fully perform or observe or cause to be performed or observed any term, provision, covenant, or agreement to be performed or observed by the DAHC, or after an assumption, by a subsequent DAHC, pursuant to the AGREEMENT;

(3) Any claims, assessments, or liabilities for charges, penalties, liens, taxes, or deficiencies arising from or relating to the use and operation by the DAHC

D. The provisions of this section shall survive the termination of this HOME Agreement.

20. IMMIGRATION NATIONALITY ACT

CITY actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

A. DAHC shall verify the identity and employment eligibility of all employees who perform work under this AGREEMENT.

B. DAHC shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT.

C. DAHC shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services.

D. DAHC shall provide CITY with a certification letter that it has complied with the verification requirements required by this AGREEMENT.

E. DAHC shall indemnify CITY from any penalties or liabilities due to violations of this provision.

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F. CITY shall have the right to immediately terminate this AGREEMENT for violations of this provision by DAHC.

21. NOTICE

A. Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery or facsimile, addressed to DAHC or City, as the case may be, at the following addresses:

TO CITY:
City Manager
City of Denton
215 E. McKinney
Denton, Texas 76201

w/ a copy to: City Attorney
215 E. McKinney
Denton, TX 76201

TO DAHC:

Executive Director,
Denton Affordable Housing Corp
306 N Loop 288 #127
Denton, Texas 76209

B. Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

C. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Denton County, Texas.

IN WITNESS OF WHICH this Agreement has been executed on this the _____, day of _____ 2025.

CITY OF DENTON
BY:

SARA HENSLEY, CITY MANAGER

ATTEST:
BY:

INGRID REX, INTERIM CITY SECRETARY

DENTON AFFORDABLE HOUSING CORP. BY:

DocuSigned by:
Carrie Baugus
5768FDC4896F4FE...

EXECUTIVE DIRECTOR

ATTEST:
BY:

Signed by:
GEORGE FERRIE
C79F93462E984C1...

BOARD POSITION:
DENTON AFFORDABLE HOUSING CORP.

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APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

By: Scott Bray
Scott Bray
Deputy City Attorney

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms Signed by: F418EB1D782348F...
Signature Director of Community Services
Title Community Services Department
Date Signed: 9/17/2025

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

EXHIBIT A
STATEMENT OF WORK
CHDO Operating Expenses

A. **CHDO**: Denton Affordable Housing Corp, 1104 Dallas Drive #229, Denton, Texas 76205 (hereafter "CHDO")

B. **PROGRAM**: Community Housing Development Organization (CHDO) Operating Expense

C. **Funding**: Home Investment Partnerships Program Funds (CFDA # 14.239)

2024 HOME funds - $23,599.62

2025 HOME funds - $23,111.97

Total HOME funds - $46,711.59

D. **Type of Award:** Funds are awarded as a grant to CHDOs meeting the eligibility requirements at the time of application and are subject to the terms of the Agreement including the conditions set forth in this Statement of Work. The eligibility requirements are:

- Current CHDO Certification from City of Denton.

E. **Purpose:** These funds are designed to provide operating funds to CHDOs based on financial need and the expectation that the CHDO will access HOME CHDO funding within 24 months of the award or has a project underway being funded with HOME CHDO funds.

F. **Agreement Period:** October 1, 2025, through September 30, 2026.

G. **Authorization**: 24 CFR § 92.208 -- Eligible Community Housing Development Organization (CHDO) Operating Expense and Capacity Building Costs

(a) Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of Community Housing Development Organizations. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in §92.300(e) and (f). [below]

24 CFR § 92.300 -- Set aside for Community Housing Development Organizations (CHDO)

(e) If funds for operating expenses are provided under § 92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be developed, sponsored or owned by the community housing development organization, the participating jurisdiction must enter into a written agreement with the community housing development organization that provides that the community housing development organization is expected to receive funds under

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paragraph (a) of this section within 24 months of receiving the funds for operating expenses, and specifics the terms and conditions upon which this expectation is based.

(f) The participating jurisdiction must ensure that a community housing development organization does not receive HOME funding for any fiscal year in an amount that provides no more than 50 percent or $50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under § 92.208.

H. **Requirements**:

1. ONLY ELIGIBLE EXPENSES REIMBURSED

Expenses incurred within the Agreement Period that are eligible under 2 CFR Part 200 (Cost Principles for Non-Profit Organizations) may be reimbursed to the CHDO up to the dollar amount limit of the Agreement. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include:

- salaries, wages, and other employee compensation and benefits;
- employee education, training and travel;
- rent, utilities, communication costs, taxes and insurance; and
- equipment, materials and supplies.

For specific information about eligible and ineligible expenses, please refer to 2 CFR Part 200 and 24 CFR Part 92.

2. PROJECT-RELATED EXPENSES NOT ELIGIBLE

Because operating expenses funds are designed to support a CHDO's operational needs, project-related expenses are not considered eligible operating expenses under this Agreement.

Project-related expenses include, but may not be limited to:

- Pre-development costs;
- Hard costs;
- Soft costs; and
- Relocation costs

3. USE OF HOME CHDO SET-ASIDE FUNDS

CHDO agrees that it will access HOME CHDO funds within the Term of this Agreement (Section 2.)

I. **Reports**: CHDO shall submit reports to CITY according to the following schedule, and other reports or revisions to reports upon request:

Required Reports/Documentation	Timeline

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

An original invoice with all documentation required to support expenditures	No more than once monthly.
Audited Financial Statements, Auditor's Opinion and Management Letters (3 copies)	Within 180 calendar days following the end of CHDOs Fiscal Year (must be provided annually)

Docusign Envelope ID: F3DE0CC2-CB32-4669-90EC-49EFE64E2B24

EXHIBIT B
PROJECT BUDGET
CHDO HOME FUNDS

DAHC shall provide the services listed in this Agreement within the monetary limits attached hereto and incorporated by reference herein. In no event shall compensation to the DAHC exceed the lesser of the DAHC's costs attributable to the work performed as stated in Exhibit A, or the sum of Forty-Six Thousand Seven Hundred and Eleven Dollars ($46,711.59).

DAHC will submit monthly reimbursement requests. DAHC will be reimbursed for eligible expenditures (Section A.) for operating expenses described in Exhibit A, Statement of Work and supported with written documentation verifying the expense was both incurred and paid (Section B.) within the term of the agreement and prior to the request for reimbursement.

A. **Allowable Expenditures**	**Total Allocation**
Operating Expenses	$46,711.59

B. **Reimbursement Process:** CHDO shall submit its request for reimbursement of operating expenses by submitting to AHFC an original invoice as described in Section J (below) with copies of documentation supporting the amount of the reimbursement being requested. Such documentation may include, but may not be limited to, copies of:

   a. Invoices;

   b. Bills;

   c. Canceled checks;

   d. Receipts; and

   e. Any other documentation that substantiates an eligible expense incurred by the CHDO during the agreement period.

Unless otherwise authorized by City, the frequency of requests for reimbursement shall be limited to once per month until all funds have been expended.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Community Services**

CM/ DCM/ ACM: **Christine Taylor**

DATE: **October 14, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton reducing roadway impact fees in an amount not to exceed $140,600.00 for the McAdams Haven apartments to be located at approximately 900, 914, and 920 Lindsey St and 1518 Bernard St, Denton, Texas 76201; and providing an effective date.

BACKGROUND

On February 18, 2025 (ID 25-107), City Council approved a Resolution of Support for the Denton Affordable Housing Corporation's (DAHC) application for a 9% Housing Tax Credit (HTC) to the Texas Department of Housing and Community Affairs (TDHCA). The project was awarded the HTC by TDHCA and is progressing through the development process. DAHC is working to demonstrate to TDHCA sufficient capital needed to secure their HTC by Nov. 1, 2025, or to receive an extension. DAHC has requested a reduction to their Roadway Impact Fee (RIF) as permitted by Texas Local Government Code Section 395.016(g) to include in their capital commitment.

DISCUSSION

Texas Local Government Code Section 395 allows a municipality to collect RIFs to increase roadway capacity in the service area of a development, and that it may reduce or waive RIFs for any service unit that qualifies as affordable housing under 42 U.S.C. § 12745 (HOME Act). The City collects an average of about $5 million in annual RIF revenue. McAdams Haven would be in Service Area E, which currently has a balance of $2.8 million, with $2.2 million encumbered for capacity improvements to Mayhill Rd.

The HOME Act considers a dwelling unit affordable if the rent does not exceed 30% of the income for a household whose income equals 65% of the Area Median Income, adjusted for household size. DAHC has committed that all 84 of McAdams Haven's units will meet this requirement. The amount to be waived is estimated at $127,764.00 and shall be no greater than $140,600.00. A reduction of $140 thousand in RIF revenue to Service Area E is not expected to impact any currently planned projects.

In DAHC's last update to staff, the project had a remaining gap of about $4.8 million to demonstrate to TDHCA that the project is eligible to claim its HTC. An ordinance of the City of Denton to reduce the development's RIF may be included in their demonstrated capital to TDHCA to help secure their HTC. If Council decides to grant the RIF reduction, DAHC will be able to count $140 thousand towards their funding capital as they seek to claim their HTC and strengthen any extension request they may make to TDHCA. If Council decides not to grant the RIF reduction, the project will have the opportunity to continue with its other funding sources.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance
3. Ordinance 24-1125 (Roadway Impact Fees)

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Leia Atkinson
Housing Programs Coordinator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON WAIVING ROADWAY IMPACT FEES IN AN AMOUNT NOT TO EXCEED $140,600.00 FOR THE MCADAMS HAVEN APARTMENTS TO BE LOCATED AT APPROXIMATELY 900, 914, AND 920 LINDSEY ST AND 1518 BERNARD ST, DENTON, TEXAS 76201; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Denton Affordable Housing Corporation ("Applicant") is proposing the new construction of a multi-family affordable rental housing development to be located at approximately 900, 914, and 920 Lindsey St. and 1518 Bernard St., Denton, TX 76201 to be named McAdams Haven Apartments, more particularly described on Exhibit "A", attached hereto (the "Project"); and

WHEREAS, the Applicant previously applied for a Resolution of Support from the City for a 9% competitive Housing Tax Credit, which the City Council approved by Resolution No. 25-107 on February 18, 2025; and

WHEREAS, the Applicant has been awarded a competitive 9% Housing Tax Credit by Texas Department of Housing and Community Affairs ("TDHCA") to provide equity financing for the Project; and

WHEREAS, Chapter 25 of the City of Denton Code of Ordinances provides for the assessment and collection of roadway impact fees for multifamily developments (the "Roadway Impact Fees"); and

WHEREAS, pursuant to Texas Local Government Code Section 395.016(g) (the "Code") a municipality may reduce or waive roadway impact fees for any service unit that qualifies as affordable housing under 42 U.S.C. § 12745 ("HOME Act"); and

WHEREAS, the Project will comprise 84 units which will qualify as affordable housing under the HOME Act, 17 of which will be reserved for households whose income does not exceed 30% of the area median income, 51 of which will be reserved for households whose income does not exceed 50% of the area median income, and 16 of which will be reserved for households whose income does not exceed 60% of the area median income.; and

WHEREAS, the City Council of the City of Denton finds that the waiver of roadway impact fees for the Project is in the public interest and serves the purpose of increasing the availability of affordable housing in the City of Denton; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals contained in the preamble of this Ordinance are found to be true and incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City hereby waives 100% of the Roadway Impact Fees for the Project in an amount not to exceed $140,600.00, as authorized by Section 395.016(g) of the Code, subject to the conditions set forth below.

SECTION 3. Pursuant to Section 395.016(g) of the Code, Roadway Impact Fees for the Project may be assessed at any time during the development approval or building process or after the building process for the Project if:

(a) any unit in the Project ceases to qualify as affordable housing under the HOME Act,
(b) the unit affordability mix changes without prior approval from TDHCA, or
(c) the owner of the Project fails to provide, upon request by the City Manager or the Director of the Department of Community Services, sufficient documentation to establish the unit mix of the Project or the qualification of a unit as affordable housing.

SECTION 4. Upon issuance of a building permit, and before the issuance of certificate of occupancy for the Project, the City Manager or their designee is hereby authorized to execute a Memorandum of Impact Fee Waiver in the form attached hereto as Exhibit "B" and incorporated herein by reference, and to cause the fully-executed version of the same to be recorded in the real property records of Denton County.

SECTION 5. The City Council hereby approves and authorizes the execution on behalf of the City of all other documents and writings whatsoever that may be necessary or convenient, in the reasonable opinion of either the City Manager or the City Attorney, for carrying out this Ordinance.

SECTION 6. This Ordinance shall be effective as of its date of approval and passage by City Council.

The motion to approve this Ordinance was made by _____ and seconded by _____, the Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Scott Bray
Deputy City Attorney

Exhibit A

Project Legal Description

BEING A 1.563 ACRE (68,066 SQUARE FOOT) TRACT OF LAND SITUATED IN THE A. N. B. TOMPKINS SURVEY, ABSTRACT NO. 1246, DENTON COUNTY, TEXAS; BEING ALL OF LOTS 1-3, BLOCK 2, R. E. FORD SUBDIVISION, A SUBDIVISION OF PART OF SAID TOMPKINS SURVEY AS SHOWN ON THE PLAT RECORDED IN BOOK 323, PAGE 538, DEED RECORDS, DENTON COUNTY, TEXAS; AND BEING ALL THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO DX4 HOLDINGS, LLC AS RECORDED IN DOCUMENT NOS. 2021-43063, 2021-43064, 2021-43065, AND 2021-43066, OFFICIAL RECORDS, DENTON COUNTY, TEXAS. SAID 1.563 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°44'26.7". DISTANCES HAVE BEEN ADJUSTED TO SURFACE BY USING A COMBINED SCALE FACTOR OF 1.000151898921) BEGINNING AT A 1/2" IRON ROD FOUND (N: 7,121,779.93, E: 2,383,915.04) FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LINDSEY STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, BOOK 323, PAGE 528, DEED RECORDS, DENTON COUNTY, TEXAS) WITH THE WEST RIGHT-OF-WAY LINE OF BERNARD STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, BOOK 75, PAGE 166 OF SAID DEED RECORDS);

THENCE, SOUTH 89°13'30" WEST, WITH THE COMMON SOUTH BOUNDARY LINE OF SAID BLOCK 2 AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.98 FEET TO A 5/8" YELLOW PLASTIC CAPPED IRON ROD SET STAMPED "MMA" (HEREINAFTER CALLED 5/8' IRON ROD SET) FOR THE SOUTHWEST CORNER OF SAID LOT 3 AND BEING IN THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 EAST (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, DOCUMENT NO. 2014-130875 OF SAID OFFICIAL RECORDS);

THENCE, NORTH 00°44'47" WEST, WITH THE COMMON WEST BOUNDARY LINE OF SAID LOT 3 AND THE SAID NORTHEAST RIGHT-OF-WAY LINE, AT 80.75 FEET PASSING A TXDOT RIGHT-OF-WAY MONUMENT FOUND FOR THE COMMON SOUTH CORNER OF A CALLED 0.2939 ACRE TRACT OF LAND DESCRIBED IN DEED TO TLC PROPERTIES AS RECORDED IN DOCUMENT NO. 2014-131043 OF SAID OFFICIAL RECORDS AND AN ANGLE POINT IN SAID NORTHEAST RIGHT-OF-WAY LINE, CONTINUING WITH THE COMMON SAID WEST BOUNDARY LINE AND THE EAST BOUNDARY LINE OF SAID 0.2939 ACRE TRACT, IN ALL A DISTANCE OF 223.29 FEET TO A 5/8" IRON ROD SET FOR THE COMMON NORTHWEST CORNER OF SAID LOT 3, THE NORTHEAST CORNER OF SAID 0.2939 ACRE TRACT AND BEING IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK 1, CUMBERLAND PRESBYTERIAN CHILDREN'S HOME ADDITION TO THE CITY OF DENTON AS SHOWN ON THE PLAT RECORDED IN CABINET F, PAGE 174, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE, NORTH 89°12'40" EAST, WITH THE COMMON NORTH BOUNDARY LINE OF SAID BLOCK 2 AND THE SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 309.58 FEET TO A 1/2" IRON ROD FOUND FOR THE COMMON NORTHEAST CORNER OF THE AFORESAID LOT 1, BLOCK 2 AND THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AND BEING IN THE AFORESAID WEST RIGHT-OF-WAY LINE;

THENCE, SOUTH 01°42'46" WEST, WITH THE COMMON EAST BOUNDARY LINE OF SAID LOT 1, BLOCK 2 AND SAID WEST RIGHT-OF-WAY LINE, AT 123.62 FEET PASSING A 1/2" IRON ROD FOUND, CONTINUING WITH SAID COMMON LINE IN ALL A DISTANCE OF 223.58 FEET TO THE POINT OF BEGINNING AND BEING 1.563 ACRES OR 68,066 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit B

MEMORANDUM OF IMPACT FEE WAIVER

This Memorandum of Impact Fee Waiver, dated as of [DATE], is entered into by the City of Denton, Texas ("City"), and Denton Affordable Housing Corporation ("DAHC").

City and DAHC hereby acknowledge the following:

1. DAHC is the owner of the property located at approximately 900, 914, and 920 Lindsey St. and 1518 Bernard St., Denton, TX 76201, more particularly described in Attachment 1 hereto (the "Property").

2. On September 30, 2025, by Ordinance No. _____ (the "Ordinance"), the City approved a waiver of roadway impact fees for the Property pursuant to Texas Local Government Code Section 395.016(g).

3. Pursuant to the Ordinance, the City may assess roadway impact fees on the Property at any time if:
   (d) any unit in the Project ceases to qualify as affordable housing under 42 U.S.C. § 12745,
   (e) the unit affordability mix changes without prior approval from the Texas Department of Housing and Community Affairs, or
   (f) the owner of the Project fails to provide, upon request by the City Manager or the Director of the Department of Community Services, sufficient documentation to establish the unit mix of the Project or the qualification of a unit as affordable housing.

4. This Memorandum is intended only for recording purposes to provide notice of the terms and conditions under which impact fees may be assessed and is not to be construed as a complete summary of the Ordinance. In the event of any conflict between this Memorandum and the Ordinance, the provisions of the Ordinance shall control.

[Signature page follows]

CITY OF DENTON, TEXAS

By: _____
Sara Hensley, City Manager

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Sara Hensley, the City Manager of the City of Denton, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

DENTON AFFORDABLE HOUSING CORPORATION

By: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of Denton Affordable Housing Corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment 1

Property Legal Description

BEING A 1.563 ACRE (68,066 SQUARE FOOT) TRACT OF LAND SITUATED IN THE A. N. B. TOMPKINS SURVEY, ABSTRACT NO. 1246, DENTON COUNTY, TEXAS; BEING ALL OF LOTS 1-3, BLOCK 2, R. E. FORD SUBDIVISION, A SUBDIVISION OF PART OF SAID TOMPKINS SURVEY AS SHOWN ON THE PLAT RECORDED IN BOOK 323, PAGE 538, DEED RECORDS, DENTON COUNTY, TEXAS; AND BEING ALL THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO DX4 HOLDINGS, LLC AS RECORDED IN DOCUMENT NOS. 2021-43063, 2021-43064, 2021-43065, AND 2021-43066, OFFICIAL RECORDS, DENTON COUNTY, TEXAS. SAID 1.563 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°44'26.7". DISTANCES HAVE BEEN ADJUSTED TO SURFACE BY USING A COMBINED SCALE FACTOR OF 1.000151898921) BEGINNING AT A 1/2" IRON ROD FOUND (N: 7,121,779.93, E: 2,383,915.04) FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LINDSEY STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, BOOK 323, PAGE 528, DEED RECORDS, DENTON COUNTY, TEXAS) WITH THE WEST RIGHT-OF-WAY LINE OF BERNARD STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, BOOK 75, PAGE 166 OF SAID DEED RECORDS);

THENCE, SOUTH 89°13'30" WEST, WITH THE COMMON SOUTH BOUNDARY LINE OF SAID BLOCK 2 AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.98 FEET TO A 5/8" YELLOW PLASTIC CAPPED IRON ROD SET STAMPED "MMA" (HEREINAFTER CALLED 5/8' IRON ROD SET) FOR THE SOUTHWEST CORNER OF SAID LOT 3 AND BEING IN THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 EAST (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, DOCUMENT NO. 2014-130875 OF SAID OFFICIAL RECORDS);

THENCE, NORTH 00°44'47" WEST, WITH THE COMMON WEST BOUNDARY LINE OF SAID LOT 3 AND THE SAID NORTHEAST RIGHT-OF-WAY LINE, AT 80.75 FEET PASSING A TXDOT RIGHT-OF-WAY MONUMENT FOUND FOR THE COMMON SOUTH CORNER OF A CALLED 0.2939 ACRE TRACT OF LAND DESCRIBED IN DEED TO TLC PROPERTIES AS RECORDED IN DOCUMENT NO. 2014-131043 OF SAID OFFICIAL RECORDS AND AN ANGLE POINT IN SAID NORTHEAST RIGHT-OF-WAY LINE, CONTINUING WITH THE COMMON SAID WEST BOUNDARY LINE AND THE EAST BOUNDARY LINE OF SAID 0.2939 ACRE TRACT, IN ALL A DISTANCE OF 223.29 FEET TO A 5/8" IRON ROD SET FOR THE COMMON NORTHWEST CORNER OF SAID LOT 3, THE NORTHEAST CORNER OF SAID 0.2939 ACRE TRACT AND BEING IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK 1, CUMBERLAND PRESBYTERIAN CHILDREN'S HOME ADDITION TO THE CITY OF DENTON AS SHOWN ON THE PLAT RECORDED IN CABINET F, PAGE 174, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE, NORTH 89°12'40" EAST, WITH THE COMMON NORTH BOUNDARY LINE OF SAID BLOCK 2 AND THE SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 309.58 FEET TO A 1/2" IRON ROD FOUND FOR THE COMMON NORTHEAST CORNER OF THE AFORESAID LOT 1, BLOCK 2 AND THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AND BEING IN THE AFORESAID WEST RIGHT-OF-WAY LINE;

THENCE, SOUTH 01°42'46" WEST, WITH THE COMMON EAST BOUNDARY LINE OF SAID LOT 1, BLOCK 2 AND SAID WEST RIGHT-OF-WAY LINE, AT 123.62 FEET PASSING A 1/2" IRON ROD FOUND, CONTINUING WITH SAID COMMON LINE IN ALL A DISTANCE OF 223.58 FEET TO THE POINT OF BEGINNING AND BEING 1.563 ACRES OR 68,066 SQUARE FEET OF LAND, MORE OR LESS.

ORDINANCE NO. 24-1125

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AMENDING ORDINANCE NO. 2016-189 AND UPDATING THE LAND USE ASSUMPTIONS, ROADWAY CAPITAL IMPROVEMENT PLAN, AND THE IMPOSITION OF UPDATED ROADWAY IMPACT FEES FOR DESIGNATED SERVICE AREAS; ADOPTING ROADWAY IMPACT FEES PER SERVICE UNIT; ESTABLISHING PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND AND GENERAL ADMINISTRATION OF ROADWAY IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR ROADWAY IMPACT FEES; PROVIDING CONSTRUCTION, SEVERABILITY, AND CONFLICT CLAUSES; PROVIDING FOR THE AMENDMENT THE CHAPTER 25 OF THE CODE OF ORDINANCES BY CREATING AND CODIFIYING ARTICLE VI, ENTITLED "ROADWAY IMPACT FEES"; PROVIDING FOR CODIFICATION OF SECTIONS 25-252 THROUGH 25-275 IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has adopted a roadway impact fee by Ordinance No. 2016-189, and in accordance with Chapter 395 of the Local Government Code ("Statute"), the impact fee and the associated Land Use Assumptions and Capital Improvements Plan shall be updated at least every five years.

WHEREAS, the City retained Kimley-Horn and Associates ("Kimley-Horn") to prepare 1) a "Roadway Impact Fee Study" that contains updated Land Use Assumptions ("LUA") reflecting a description of five Service areas and projections of 10-year growth in residential and nonresidential land uses in each service area, 2) an updated Roadway Impact Fee Capital Improvement Plan ("CIP") to identify capital improvements or roadway facility expansions for which roadway impact fees may be assessed, and 3) an updated calculation of the roadway impact fee ("Roadway Impact Fees"). The Roadway Impact Fee Study is attached as **Exhibit A** hereto and incorporated by reference herein; and

WHEREAS, the City has made of copy of the proposed LUA, the time of the projections, and a description of the capital improvement facilities available to the pubic by keeping a copy of the LUA and CIP in the City Secretary's office and posting a copy on the City Website on May 16, 2024 in compliance with Section 395.043, Texas Local Government Code; and

WHEREAS, the Capital Improvement Advisory Committee of the City of Denton ("CIAC"), created pursuant to Section 395.058, Texas Local Government Code, filed its written comments on the proposed Roadway Impact Fees on or about May 20, 2024; and

WHEREAS, on June 6, 2024, City Council approved Resolution 24-173 establishing and providing notice of a public hearing as required by Chapter 395 of the Texas Local Government Code; and

WHEREAS, on July 16, 2024, City Council held a public hearing on the LUA and CIP relating to the adoption of updated Roadway Impact Fees where the public had the right to appear

at the hearing and present evidence for or against the LUA and CIP for the proposed Roadway Impact Fees; and

WHEREAS, the City Council desires to adopt, update and amend the LUA and CIP for Roadway Impact Fees; and after public hearing on this matter, the City Council finds that adoption of the updated LUA and CIP are in the best interest of the citizens of the City of Denton; and

WHEREAS, the City Council desires to adopt the Roadway Impact Fees and related administrative process as herein described and finds that it is in the best interest of the citizens of the City of Denton; **NOW THEREFORE,**

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City hereby adopts and approves the Kimley-Horn Roadway Impact Fee Study inclusive of Land Use Assumptions and Roadway Capital Improvements Plan attached hereto as Exhibits A.

SECTION 3. Chapter 395, Texas Local Government Code, supplements this Ordinance to the extent that its provision may be applicable there to and, to such extent, its provisions are incorporated herein. The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 395, as amended, and if any term or provisions of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 395 such Ordinance term or provisions shall be read, interpreted, and construed in a manner consistent with and not in conflict with Chapter 395.

SECTION 4. The City hereby adopts the updated Maximum Assessable Roadway Impact Fee and the updated Roadway Impact Fee Collection Rate attached and incorporated hereto as **Exhibit B, Schedule 1**, and **Exhibit B, Schedule 2 respectively**.

SECTION 5. The City hereby adopts the updated Land Use Equivalency Table attached and incorporated as **Exhibit C**.

SECTION 6. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7. This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Denton, Texas, as amended except where provisions of this Ordinance are in direct conflict with the provisions of such ordinances of such Code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 8. Chapter 25 of the Denton Code of Ordinance of City of Denton, Texas, entitled "Streets, Sidewalks, and Public Places" is hereby amended to add Article VI entitled "Roadway Impact Fees" which contents shall read as follows:

CHAPTER 25: STREETS, SIDEWALKS, AND PUBLIC PLACES

ARTICLE VI. ROADWAY IMPACT FEES

Section 25-252. Short Title.

This article shall be known and cited as the "Denton Roadway Impact Fee Regulations".

Sec. 25-253. Findings Incorporated.

The findings set forth above are incorporated into the body of this article as if fully set forth herein and are hereby found to be true and correct factual and legislative determinations of the City of Denton, Texas.

Sec. 25-254. Purpose.

This article is intended to assure the provision of adequate roadway facilities to serve New Development in the City by requiring each development to pay a share of the costs of such Capital Improvements or Roadway Facility expansions necessitated by and attributable to such New Development.

25-255. Authority.

This article is adopted pursuant to Texas Local Government Code (TLGC) Chapter 395 and the Denton City Charter. Chapter 395 supplements this Article to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein by reference. The provisions of this article shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this article.

Sec. 25-256. Applicability.

The provisions of this article apply to all new, non-exempt development within the corporate boundaries of the City located within a Roadway Service Area.

Sec. 25-257. Incorporation of Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan.

The Roadway Impact Fee Capital Improvements Plan and Land Use Assumptions identifying Capital Improvements or Facility Expansions pursuant to which Roadway Impact Fees may be assessed, as considered and adopted by the City Council Ordinance No. 2016- 085 and as amended by City Council Ordinance 2024-1125.

Sec. 25-258. Definitions.

In this article:

(a) *Assessment* means the determination of the amount of the Maximum Assessable Roadway Impact Fee per Service Unit which can be imposed on New Development pursuant to this Article.
(b) *Capital Improvement* means a Roadway Facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
(c) *City* means the City of Denton, Texas.
(d) *Credit* means a reduction in the amount of a Roadway Impact Fee(s), payments, or charges for approved construction or provision of the same type of Capital Improvement for which a fee has been assessed for a New Development. This is done by either by a proven decrease in the number of Service Units attributable to such development or a decrease in the amount of Roadway Impact Fees otherwise due, that results from contributions of land, improvements or funds to construct system improvements in accordance with the City's subdivision and development regulations, policies or requirements, as determined by the City.
(e) *Final plat approval* means authorization by the City Planning and Zoning Commission that the final map of a proposed subdivision meets all City standards and conditions in accordance with the City's subdivision regulations and the Executive Chairman of the City Planning and Zoning Commission executes the applicant's plat and that the plat may be recorded in the office of the county clerk of Denton. The term applies both to original plats and replats.
(f) *Impact Fee, or "Roadway Impact Fee",* means a fee, charge, or Assessment for Roadway Facilities imposed on New Development by the City pursuant to this Article in order to generate revenue to fund or recoup all or part of the costs of Capital Improvements or facility expansion necessitated by and attributable to such New Development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction and any other fee that functions as described by this article or the TLGC Chapter 395 . The term is inclusive of both the Maximum Assessable Roadway Impact Fee and the Roadway Impact Fee Collection Rate as herein described.
(g) *Land Use Assumptions* means the description of Service Areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the Roadway Impact Fee Capital Improvements Plan is based.
(h) *Land Use Equivalency Table* means a table converting the demands for Capital Improvements generated by various land uses to numbers of Service Units, as may be amended from time to time. (See Land Use Equivalency Table below.)

Exhibit C - Land Use Equivalency Table

Land Use Category	ITE Land Use Code	Development Units	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev Unit
PORT AND TERMINAL											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	10.02	50%	5.01	5.01	9.37
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	10.02	50%	5.01	5.01	3.26
Industrial Park	130	1,000 SF GFA	0.34			0.34	10.02	50%	5.01	5.01	1.70
Warehousing	150	1,000 SF GFA	0.18			0.18	10.02	50%	5.01	5.01	0.90
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	10.02	50%	5.01	5.01	0.75
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.90	4.61
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.90	2.50
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.39			0.39	9.79	50%	4.90	4.90	1.91
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.32			0.32	9.79	50%	4.90	4.90	1.57
Residential Condominium/Townhome	230	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.24			0.24	9.79	50%	4.90	4.90	1.18
LODGING											
Hotel	310	Room	0.59			0.59	6.43	50%	3.21	3.21	1.89
Motel	320	Room	0.36			0.36	6.43	50%	3.21	3.21	1.16
RECREATIONAL											
Golf Driving Range	432	Tees / Driving Positions	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Holes	0.33			0.33	7.86	50%	3.93	3.93	1.30
Multiplex Movie Theater	445	Movie Screens	13.96			13.96	15.77	50%	7.88	6.00	83.76
Racquet / Tennis Club	491	Tennis Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.15	4.15	2.03
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.74	1.74	10.84
Elementary School	520	Students	0.16			0.16	3.49	50%	1.74	1.74	0.28
Middle School / Junior High School	522	Students	0.15			0.15	3.49	50%	1.74	1.74	0.26
High School	530	Students	0.14			0.14	3.49	50%	1.74	1.74	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.92	4.92	18.15
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.92	4.92	4.23
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.92	4.92	0.69
Animal Hospital / Veterinary Clinc	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.92	4.92	12.15
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.32	6.00	8.64
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.92	4.92	19.34
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.32	6.00	10.56
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.22	2.22	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.22	2.22	6.19
Gasoline / Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline / Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	56%	B	8.10	1.20	50%	0.60	0.60	4.86
New Car Sales	841	1,000 SF GFA	2.42	20%	B	1.94	5.60	50%	2.80	2.80	5.43
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.22	2.22	6.46
Self-Service Car Wash	947	Wash Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.22	2.22	5.99
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.59
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.84
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	5.64	50%	2.82	2.82	14.55
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee / Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	A	11.7	5.64	50%	2.82	2.82	32.99
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.46
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	5.60	50%	2.80	2.80	3.39
Pharmacy / Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy / Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.70
Shopping Center (>150k)	820	1,000 SF GFA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GFA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.55
Toy / Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.22	2.22	16.16
Drive-In Bank	912	Drive-in Lanes	27.07	47%	A	14.35	4.45	50%	2.22	2.22	31.86
Hair Salon	918	1,000 SF GFA	1.45	30%	B	1.02	6.41	50%	3.20	3.20	3.26

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

(i) *Maximum Assessable Roadway Impact Fee* means the Impact Fee that is established for each Service Area computed by calculating the total projected costs of Capital Improvements necessitated by and attributable to New Development and subtracting a portion of ad valorem tax revenues to be generated by new Service Units, including the payment of debt, associated with the roadway CIP, and then dividing that amount by the total number of Service Units anticipated within the Service Area based upon the land use assumptions. The Maximum Assessable Roadway Impact Fee shall be established and reflected in Schedule l below. The City may adopt a Roadway Impact Fee Collection Rate that is less than this amount, but in no instance shall the Roadway Impact Fee exceed the Maximum Assessable Roadway Impact Fee except by amendment of this article. *See Section 25-260.*

(j) *New Development* means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for Capital Improvements or facility expansions, measured by the number of Service Units to be generated by such activity.

(k) *Recoupment* means the imposition of an Impact Fee to reimburse the City for Capital Improvements which the City has previously oversized to serve New Development.

(l) *Roadway Impact Fee Collection Rate* means the current amount of Roadway Impact Fee adopted by Denton City Council to be paid by the property owner, as may from time to time be amended, which is the result of a percentage reduction of the adopted Maximum Assessable Roadway Impact Fee. The adopted Roadway Impact Fee Collection Rate shall be established and reflected in Schedule 2. The adopted Roadway Impact Fee Collection Rate may be further reduced with Credits, designed to fairly reflect the value of Roadway Facilities provided by a developer in accordance with the City's development regulations or requirements. *See Section 25-260.*.

(m) *Roadway* means any primary and secondary arterial or collector designated in the City's adopted Mobility Plan, as may be amended from time to time. Roadway also includes any thoroughfare designated as a numbered highway on the official federal or Texas highway system; to the extent that the City incurs Capital Improvement costs for such facility.

(n) *Roadway Facility* means an improvement or appurtenance to a Roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the Roadway Facility; street lighting or curbs, and water and wastewater improvements affected by the Roadway Facility. Roadway Facility also includes any improvement or appurtenance to an intersection with a Roadway officially enumerated in the federal or Texas highway system, and to any improvements or appurtenances to such federal or Texas highway, to the extent that the City has incurred capital costs for such facilities, including without limitation local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances and rights-of-way. Roadway Facility excludes those improvements or appurtenances to any Roadway which is a Site- related Facility.

(o) *Roadway Facility Expansion* means the expansion of the capacity of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.

(p) *Roadway Impact Fee Capital Improvements Plan, or "Capital Improvements Plan" (CIP)* means the adopted plan included in this article, as may be amended from time to time, which identifies the roadway facilities or Roadway Facility expansions and their costs for each roadway Service Area, which are necessitated by and which are attributable to New Development, for a period not to exceed 10 years, which are to be financed in whole or in part through the imposition of Roadway Impact Fees pursuant to this article.

(q) *Service Area* means a Roadway Service Area within the City's corporate boundary, within which Impact Fees for Roadway Capital Improvements or Roadway Facility expansions may be collected for New Development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the Roadway Impact Fee Capital Improvements Plan applicable to the Service Area.

(r) *Service Unit* means a vehicle mile. A vehicle-mile shall be defined as one (1) vehicle traveling a distance of one (1) mile during the afternoon peak hour as calculated herein.

(s) *Site Related Facility* means an improvement or facility which is for the primary use or benefit of one or more New Developments and/or which is for the primary purpose of safe and adequate provision of Roadway Facilities to serve the New Development, including access to the development, which is not included in the Roadway Capital Improvements Plan, and for which the developer (s) or property owner(s) is solely responsible under subdivision or other applicable development regulations. Site- related Facility may include a Roadway improvement which is located offsite, or within or on the perimeter of the development site.

(t) *System Facility* means a roadway improvement or facility expansion which is designated in the Roadway Impact Fee Capital Improvements Plan and which is not a Site-related Facility. System Facility may include a roadway improvement which is located offsite, or within or on the perimeter of the development site.

Sec. 25-259. Roadway Service Areas.

The City hereby establishes five (5) Roadway Service Areas, constituting land within the City's corporate boundaries, as depicted in Tables 2 (A-E). The boundaries of the Roadway Service Areas may be amended from time to time, or new Roadway Service Areas may be delineated, pursuant to the procedures of this Article.

Table 2.A. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area A

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
A-1	SA	CORBIN	IH-35W TO CORBIN	0.58	100%
A-2	SA	CORBIN	500' S OF SPRINGSIDE TO CORBIN	0.27	100%
A-3	PA	FM 1515	IH 35W TO CORBIN	1.13	100%
A-4	PA	FM 1515	CORBIN TO WESTERN	0.22	100%
A-5	PA	FM 1515	WESTERN TO WESTCOURT	0.29	100%
A-6	PA	FM 1515	WESTCOURT TO MASCH BRANCH	0.12	100%
A-7	PA	FM 1515	TOM COLE TO 3435' W OF TOM COLE	0.65	100%
A-8	PA	FM 1515	3435' W OF TOM COLE TO 530' E OF C WOLFE	0.71	100%
A-9	PA	H LIVELY	C WOLFE TO 2145' W OF H LIVELY	0.41	50%
A-10	PA	H LIVELY	2145' W OF H LIVELY TO 2150' W OF ED ROBSON	0.74	100%
A-11	C	IH-35-CORBIN	IH-35 TO CORBIN	0.84	100%
A-12	SA	JIM CHRISTAL	IH 35 TO OLD SH 24	0.59	100%
A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%
A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%
A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%
A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%
A-17	C	PRECISION-WESTERN	PRECISION TO WESTERN	0.65	100%
A-18	PA	ROBSON RANCH	IH 35W TO ED ROBSON	1.65	50%
A-19	PA	ROBSON RANCH	ED ROBSON TO YARBROUGH	1.35	50%
A-20	SA	SPRINGSIDE	CORBIN TO UNDERWOOD	0.35	100%
A-21	SA	SPRINGSIDE	UNDERWOOD TO WESTCOURT	0.16	100%
A-22	C	TJ EGAN-LOOP 288	LOOP 288 TO 2440' W OF LOOP 288	0.46	100%
A-23	PA	C WOLFE	1140' S OF TOM COLE TO FM 2449	1.38	50%
A-24	PA	C WOLFE	FM 2449 TO H LIVELY	0.63	50%
A-25	C	CORBIN	IH-35-CORBIN TO SPRINGSIDE	0.39	100%
A-26	C	J CHRISTAL-H LIVELY	FM 2449 TO H LIVELY	0.63	100%
A-27	C	PRECISION	JIM CHRISTAL TO 1635' N OF FM 1515	0.45	100%
A-28	SA	THOMAS J EGAN	JIM CHRISTAL TO 2915' S OF JIM CRISTAL	0.55	100%
A-29	SA	THOMAS J EGAN	1830' N OF FM 1515 TO FM 1515	0.35	50%
A-30	PA	UNDERWOOD	SPRINGSIDE TO UNDERWOOD CONNECTOR	0.76	100%
A-31	SA (1/2)	WESTCOURT	FM 1515 TO SPRINGSIDE	0.79	100%
A-32	PA (1/3)	WESTERN	JIM CHRISTAL TO AIRPORT	1.23	100%
A-33	PA	WESTERN	FM 1515 TO SPRINGSIDE	0.79	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.B. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area B

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
B-1	C	ALLRED	BONNIE BRAE TO BRUSH CREEK	0.81	50%
B-2	PA	ALLRED	BRUSH CREEK TO JOHN PAINE	0.30	50%
B-3	PA	BRUSH CREEK	815' E OF COUNTRY CLUB TO COUNTRY CLUB	0.15	100%
B-4	PA	BRUSH CREEK	COUNTRY CLUB TO 1935' W OF COUNTRY CLUB	0.37	100%
B-5	PA	BRUSH CREEK	2180' E OF FORT WORTH TO FORT WORTH	0.41	100%
B-6	PA	BRUSH CREEK	FORT WORTH TO 590' E OF ALLRED	0.68	100%
B-7	SA	CORBIN	BONNIE BRAE TO IH-35W	0.66	100%
B-8	C	CREEKDALE	PIMLICO TO RIVERCHASE	0.61	100%
B-9	C	CREEKDALE	THISTLE WAY TO OAKBLUFF	0.39	100%
B-10	C	EL PASEO	BELMONT TO COUNTRY CLUB	0.36	100%
B-11	PA	FM 1515	BONNIE BRAE TO IH 35W	0.15	100%
B-12	PA (1/3)	HICKORY CREEK	FM 2499 TO NAUTICA	0.22	100%
B-13	PA (1/3)	HICKORY CREEK	NAUTICA TO TEASLEY	0.25	100%
B-14	PA (1/3)	HICKORY CREEK	TEASLEY TO MONTECITO	0.85	100%
B-15	PA (1/3)	HICKORY CREEK	MONTECITO TO 1435' W OF BIDDY BYE	0.42	50%

B-16	PA	HICKORY CREEK	1435' W OF BIDDY BYE TO 815' E OF COUNTRY CLUB	0.38	100%
B-17	SA	HOBSON LANE	TEASLEY TO MONTECITO	0.13	100%
B-18	SA	HOBSON LANE	MONTECITO TO FORRESTRIDGE	0.28	100%
B-19	SA	HOBSON LANE	FORRESTRIDGE TO COUNTRY CLUB	0.72	100%
B-20	C	PARVIN	MCCORMICK TO HIGHLAND PARK	0.50	100%
B-21	SA	ROBINSON	230' E OF WHEELER RIDGE TO TEASLEY	0.52	100%
B-22	SA	RYAN	TEASLEY TO MONTECITO	0.76	100%
B-23	SA	RYAN	MONTECITO TO FORRESTRIDGE	0.63	100%
B-24	SA	RYAN	FORRESTRIDGE TO COUNTRY CLUB	0.66	100%
B-25	PA (1/3)	VINTAGE	FORT WORTH TO BONNIE BRAE	0.87	100%
B-26	PA (1/3)	VINTAGE	BONNIE BRAE TO NAPA VALLEY	0.14	100%
B-27	PA (1/3)	VINTAGE	NAPA VALLEY TO IH 35W	0.65	100%
B-28	C	WILLOWWOOD	1250' W OF HIGHLAND PARK TO BONNIE BRAE	0.24	100%
B-29	SA	BONNIE BRAE	IH 35E TO FM 1515	0.14	100%
B-30	SA	BONNIE BRAE	FM 1515 TO WILLOWWOOD	1.09	100%
B-31	SA	BONNIE BRAE	HIGHLAND PARK TO ROSELAWN	0.48	50%
B-32	SA	COUNTRY CLUB	FORT WORTH TO HOBSON	0.08	100%
B-33	SA	COUNTRY CLUB	HOBSON TO RYAN	1.00	100%
B-34	SA	COUNTRY CLUB	RYAN TO HICKORY CREEK	0.66	50%
B-35	PA	FORT WORTH	COUNTRY CLUB TO VINTAGE	1.32	100%
B-36	PA	FORT WORTH	VINTAGE TO BONNIE BRAE	1.07	100%
B-37	PA	FORT WORTH	BONNIE BRAE TO BRUSH CREEK	0.24	100%
B-38	PA	FORT WORTH	BRUSH CREEK TO CRAWFORD	1.11	100%
B-39	Completed	JOHN PAINE	JOHNSON TO ATHENS	0.42	100%
B-40	SA	JOHN PAINE	VINTAGE TO 1045' S OF VINTAGE	0.20	100%
B-41	C	PARVIN-ROSELAWN	PARVIN TO ROSELAWN	0.52	100%
B-42	PA (1/3)	TEASLEY	IH 35E TO LONDONDERRY	0.25	100%
B-43	PA (1/3)	TEASLEY	LONDONDERRY TO HOBSON	0.97	100%
B-44	PA (1/3)	TEASLEY	LILLIAN B MILLER TO PENNSYLVANIA	0.36	100%
B-45	PA (1/3)	TEASLEY	PENNSYLVANIA TO HOBSON	0.21	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.C. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area C

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
C-1	PA	BARTHOLD	MASCH BRANCH TO 5200' W OF IIH 35	0.98	50%
C-2	SA	BOBCAT	FM 2164 TO IH-35	2.75	100%
C-3	SA	FM 1173	IH 35 TO 4605' W OF IH 35	0.87	100%
C-4	SA	FM 1173	4605' W OF IH 35 TO LOVERS	0.41	50%
C-5	SA	FM 2164-IH 35	FM 2164 TO IH 35	2.73	100%
C-6	PA	GANZER	FM 2164 TO GANZER	2.40	100%
C-7	PA	GANZER	2900' E OF IH 35 TO IH 35	0.55	100%
C-8	PA	GANZER	1620' E OF BARTHOLD TO BARTHOLD	0.31	50%
C-9	PA	GANZER	BARTHOLD TO RECTOR	0.49	50%
A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%
A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%
A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%
A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%
C-14	SA	JIM CHRISTAL	945' W OF C WOLFE TO NAIL	0.59	50%
C-15	SA	JIM CHRISTAL	NAIL TO 2045' W of Nail	0.39	50%
C-16	C	MARSHALL	2845' N OF HAMPTON TO HAMPTON	0.54	100%
C-17	C	MARSHALL	HAMPTON TO US 380	0.59	100%
C-18	SA	MASCH BRANCH	MASCH BRANCH TO DARBY SMITH	0.65	100%
C-19	C	WESTWARD	NORTHWAY TO BONNIE BRAE	0.22	100%
C-20	SA (1/2)	RINEY	US 77 TO 2460' W OF US 77	0.47	100%
C-21	SA (1/2)	RINEY	2460' W OF US 77 TO BONNIE BRAE	0.19	100%
C-22	PA (1/3)	US 77	WINDSOR TO FM 2164	0.22	100%
C-23	PA (1/3)	US 77	RINEY TO WINDSOR	0.46	100%
C-24	PA (1/3)	US 77	RINEY TO RINEY	0.40	100%
C-25	PA (1/3)	US 77	BONNIE BRAE TO RINEY	0.75	100%
C-26	PA (1/3)	US 77	LOOP 288 TO BONNIE BRAE	0.33	100%
C-27	PA (1/3)	US 77	IH 35 TO LOOP 288	0.87	100%
C-28	C	MASCH BRANCH-NAIL	MASCH BRANCH TO 1295' W OF MASCH BRANCH	0.25	100%
C-29	C	MASCH BRANCH-NAIL	1050' E OF LOOP 288 TO 1550' W OF LOOP 288	0.49	100%

C-30	C	MASCH BRANCH-NAIL	1335' W OF THOMAS J EGAN TO 775' E OF C WOLFE	0.48	100%
C-31	C	MASCH BRANCH-NAIL	775' E OF C WOLFE TO 690' W OF C WOLFE	0.28	50%
C-32	C	MASCH BRANCH-NAIL	690' W OF C WOLFE TO NAIL	0.58	100%
C-33	SA	WESTGATE	WESTGATE TO 1460' E OF IH-35	0.18	100%
C-34	SA	WINDSOR	US 77 TO HINKLE	0.46	100%
C-35	SA (1/2)	WINDSOR	HINKLE TO BONNIE BRAE	0.99	100%
C-36	SA (1/2)	WINDSOR	WESTGATE TO 145' W OF CLARENDON	0.10	100%
C-37	SA (1/2)	WINDSOR	220' W OF WINDSOR FARMS TO IH 35	0.17	100%
C-38	SA	WINDSOR	IH 35 TO MASCH BRANCH	1.24	100%
C-39	SA	BARTHOLD	GANZER TO 2600' S OF GANZER	0.49	100%
C-40	PA	BONNIE BRAE	MILAM TO LOOP 288	3.13	100%
C-41	SA	BONNIE BRAE	LOOP 288 TO US 77	0.24	100%
C-42	SA	BONNIE BRAE	US 77 TO RINEY	0.38	100%
C-43	SA	BONNIE BRAE	RINEY TO WINDSOR	0.66	100%
C-44	SA	BONNIE BRAE	WINDSOR TO US 380	0.68	100%
C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%
C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%
C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%
C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%
C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%
C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%
C-51	PA	C WOLFE	US 380 TO WESTERN-NAIL	0.51	100%
C-52	C	FALLMEADOW	MEADOWLEDGE TO GARDENVIEW	0.17	100%
C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%
C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%
C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%
C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%
C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%
C-58	SA	LOVERS	FM 1173 TO MASCH BRANCH	0.78	100%
C-59	SA	LOVERS	1085' N OF MASCH BRANCH TO MASCH BRANCH	0.21	100%
C-60	SA	LOVERS LN CONNECTOR	LOVERS TO LOOP 288	0.06	100%
C-61	SA	LOVERS LN CONNECTOR	LOOP 288 TO 1085' N OF MASCH BRANCH	0.08	100%
C-62	SA	MASCH BRANCH	1295' S OF FM 1173 TO JACKSON	0.79	50%
C-63	SA	MASCH BRANCH	LOVERS TO US 380	0.72	100%
C-64	SA	MASCH BRANCH	US 380 TO JIM CHRISTAL	0.78	100%
C-65	SA	MILAM-LOOP 288	MILAM TO LOOP 288	2.71	100%
C-66	SA	MILAM-US 77	MILAM TO GANZER	1.51	100%
C-67	SA	MILAM-US 77	GANZER TO LONG	0.73	100%
C-68	SA	MILAM-US 77	LONG TO US 77	0.53	100%
C-69	C	NICOSIA	LOOP 288 TO BEALL	0.12	100%
C-70	SA	THOMAS J EGAN	US 380 TO JIM CHRISTAL	0.76	100%
C-71	PA	WESTERN	US 380 TO JIM CHRISTAL	0.80	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.D. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area D

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
D-1	SA	BOBCAT	560' W OF FM 2164 TO FM 2164	0.11	50%
D-2	C	FISHTRAP	MINGO TO GEESLING	0.36	50%
D-3	PA	GANZER	15,500' E OF SHERMAN TO 4600' W OF SHERMAN	3.41	100%
D-4	SA	GRIBBLE SPRINGS	INDIAN WELLS TO 3015' W OF INDIAN WELLS	0.57	50%
D-5	SA	HARTLEE FIELD	4220' E OF COOPER CREEK TO COOPER CREEK	0.80	50%
D-6	SA	HARTLEE FIELD	COOPER CREEK TO 5170' W OF COOPER CREEK	0.98	50%
D-7	C	HARTLEE FIELD	600' E OF SHERMAN TO SHERMAN	0.11	50%
D-8	SA	HARTLEE FLD-FM 2164	HARTLEE FIELD TO SHERMAN	0.43	100%
D-9	SA	HARTLEE FLD-FM 2164	SHERMAN TO 3500' W OF SHERMAN	0.66	100%
D-10	SA	HARTLEE FLD-FM 2164	STUART TO 1485' W OF STUART	0.28	50%
D-11	SA	HARTLEE FLD-FM 2164	475' W OF FM 2164 TO FM 2164	0.09	100%
D-12	C	LONG	510' W OF FM 2164 TO FM 2164	0.10	100%
D-13	SA	MINGO	E CITY LIMITS TO COOPER CREEK	0.09	100%
D-14	SA	MINGO	COOPER CREEK TO LOOP 288	0.44	100%
D-15	SA	MINGO	LOOP 288 TO US 380	0.43	100%
D-16	C	KINGS ROW	SILVER DOME TO LOOP 288	0.50	100%
D-17	C	SILVER DOME	COOPER CREEK TO FARRIS RD	0.41	50%
D-18	C	COLLINS	HARTLEE FIELD TO 2730' S OF HARTLEE FIELD	0.84	50%
D-19	SA	COOPER CREEK	SHERMAN TO HARTLEE FIELD	1.91	100%

D-20	SA	COOPER CREEK	SILVER DOME TO MINGO	0.83	50%
D-21	PA	COOPER CREEK	MINGO TO US 380	0.32	100%
C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%
D-23	PA	GREEN VALLEY	2395' S OF FM 2153 TO 2935' N OF SHEPARD	1.47	100%
D-24	SA	GREEN VALLEY	WARSCHUN TO SHERMAN	0.40	100%
D-25	SA	INDIAN WELLS	1615' S OF FM 2153 TO 4930' N OF GRIBBLE SPRINGS	0.73	100%
D-26	SA	INDIAN WELLS	4930' N OF GRIBBLE SPRINGS TO 2905' N OF GRIBBLE	0.38	50%
D-27	SA	INDIAN WELLS	2905' N OF GRIBBLE SPRINGS TO GRIBBLE SPRINGS	0.55	50%
C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%
C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%
C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%
C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%
D-32	SA	SHERMAN	LOOP 288 TO HERCULES	0.31	100%
D-33	SA	SHERMAN	HERCULES TO KINGS	0.36	100%
D-34	SA	SHERMAN	KINGS TO WINDSOR	0.38	100%
D-35	SA	SHERMAN	WINDSOR TO WILSONWOOD	0.19	100%
D-36	SA	SHERMAN	WILSONWOOD TO CORONADO	0.22	100%
D-37	SA	SHERMAN	CORONADO TO GREENWOOD	0.31	100%
D-38	SA	SHERMAN	GREENWOOD TO BELL	0.16	100%
D-39	SA	SHERMAN	BELL TO LOCUST	0.32	100%
D-40	C	WINDSOR	LOOP 288 TO DOMINION	0.16	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.E. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area E

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
E-1	C	AUDRA	LOOP 288 TO 1185' W OF LOOP 288	0.22	100%
E-2	SA	BLAGG	LAKEVIEW TO GEESLING	0.71	100%
E-3	SA	BLAGG	GEESLING TO 2175' W OF GEESLING	0.41	100%
E-4	SA	BLAGG	235' E OF MAYHILL TO MAYHILL	0.04	50%
E-5	PA (1/3)	DALLAS	TEASLEY TO IH 35E	0.87	100%
E-6	C	DUCHESS	TRAILHEAD TO WOODROW	0.76	100%
E-7	SA	FM 426	LANEY TO GRISSOM	0.57	100%
E-8	Completed	MCKINNEY	GRISSOM TO LOOP 288	1.65	100%
E-9	SA	MCKINNEY	LOOP 288 TO CARDINAL	0.13	100%
E-10	SA	MCKINNEY	CARDINAL TO MOCKINGBIRD	0.22	100%
E-11	SA	MCKINNEY	MOCKINGBIRD TO MACK	0.61	100%
E-12	SA	MCKINNEY	MACK TO AUDRA	0.29	100%
E-13	SA	MILLS	TRINITY TO MAYHILL	1.40	100%
E-14	SA	MILLS	LAKEVIEW TO MAYHILL	0.41	100%
E-15	SA	MINGO	US 380 TO OLD NORTH	0.14	100%
E-16	SA	MINGO	OLD NORTH TO NOTTINGHAM	0.48	100%
E-17	SA	MINGO	NOTTINGHAM TO PERTAIN	0.56	100%
E-18	SA	MINGO	PERTAIN TO RUDDELL	0.18	100%
E-19	SA	MINGO	RUDDELL TO WILLIS	0.11	100%
E-20	SA	MINGO	WILLIS TO WITHERS	0.44	100%
E-21	SA	MINGO	WITHERS TO PAISLEY	0.04	100%
E-22	SA	MINGO	PAISLEY TO BELL	0.19	100%
E-23	SA (1/2)	MORSE	MAYHILL TO KIMBERLY	0.22	100%
E-24	SA	SHADY OAKS	WOODROW TO TEASLEY	0.58	100%
E-25	SA	SPENCER	MAYHILL TO LOOP 288	0.44	100%
E-26	C	TREATMENT PLANT	MCKINNEY TO POST OAK	0.63	100%
E-27	SA	TREATMENT PLANT	POST OAK TO 1325' W OF POST OAK	0.25	100%
E-28	SA	TREATMENT PLANT	1325' W OF POST OAK TO MAYHILL	0.75	100%
C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%
C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%
C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%
C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%
C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%
C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%
E-35	C	CARDINAL	ORIOLE TO MCKINNEY	0.42	100%
E-36	PA	GEESLING	US 380 TO BLAGG	0.46	100%

E-37	PA	GEESLING	US 380 TO BLAGG	1.02	100%
E-38	PA (1/3)	LAKEVIEW	POST OAK TO SHADY SHORES	0.26	100%
E-39	PA (1/3)	MAYHILL	US 380 TO PROMINENCE	0.44	100%
E-40	PA (1/3)	MAYHILL	PROMINENCE TO 770' N OF RUSSELL NEWMAN	0.39	100%
E-41	PA (1/3)	MAYHILL	770' N OF RUSSELL NEWMAN TO RUSSELL NEWMAN	0.15	50%
E-42	PA (1/3)	MAYHILL	RUSSELL NEWMAN TO 460' S OF RUSSELL NEWMAN	0.09	50%
E-43	PA (1/3)	MAYHILL	460' S OF RUSSELL NEWMAN TO MILLS	0.20	100%
E-44	PA (1/3)	MAYHILL	MILLS TO MCKINNEY	0.37	100%
E-45	PA (1/3)	MAYHILL	MCKINNEY TO MORSE	0.39	100%
E-46	PA (1/3)	MAYHILL	MORSE TO SPENCER	0.67	100%
E-47	PA (1/3)	MAYHILL	SPENCER TO EDWARDS	0.60	100%
E-48	PA (1/3)	MAYHILL	2725' N OF COLORADO TO COLORADO	0.52	100%
E-49	PA (1/3)	MAYHILL	COLORADO TO IH 35E	0.44	100%
E-50	PA	MAYHILL CONNECTOR	MAYHILL TO QUAILCREEK	0.13	100%
E-51	C	MOCKINGBIRD	MCKINNEY TO 625' N OF DUCHESS	0.16	100%
E-52	SA	MOCKINGBIRD	DUCHESS TO SHADY OAKS	0.41	100%
E-53	SA	MOCKINGBIRD	SHADY OAKS TO SPENCER	0.53	100%
E-54	PA	POST OAK	MILLS TO SPENCER	1.30	100%
E-55	PA	POST OAK	TREATMENT PLANT TO EDWARDS	1.27	100%
E-56	PA	POST OAK	EDWARDS TO POCKRUS PAGE	0.51	100%
E-57	C	SWISHER	EDWARDS TO POCKRUS PAGE	0.50	100%
E-58	PA (1/3)	TEASLEY	DALLAS TO IH 35E	0.35	100%
E-59	C	N STAR	SPENCER TO ROY	0.32	100%
E-60	C	ROY	MAYHILL TO N STAR	0.21	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Sec. 25-260. Roadway Impact Fees Adopted.

The City hereby adopts the Maximum Assessable Roadway Impact Fee as shown in Schedule 1 below, and the Roadway Impact Fee Collection Rate as shown in Schedule 2 below. Each non-exempt New Development shall be assessed the Maximum Assessable Roadway Impact Fee and shall pay the Roadway Impact Fee Collection Rate, minus any applicable Credits, as described herein. Except as herein otherwise provided, the Assessment and collection of a Roadway Impact Fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

SCHEDULE 1

MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT

Exhibit B - Schedule 1

Service Area	Maximum Assessable Roadway Impact Fee Per Service Unit
Service Area A	$ 2,496
Service Area B	$ 3,742
Service Area C	$ 4,695
Service Area D	$ 5,265
Service Area E	$ 3,722

SCHEDULE 2

ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT

Exhibit B - Schedule 2 Roadway Impact Fee Collection Rate Per Service Unit

Assessment Date	Properties platted on or before 12/31/2024		Properties platted on or after 1/1/2025	
Service Areas	Land Use Type		Land Use Type	
	Residential	Non-Residential	Residential	Non-Residential
A	$ 408.16	$ 306.12	$ 796.80	$ 398.40
B	$ 408.16	$ 306.12	$ 796.80	$ 398.40
C	$ 408.16	$ 306.12	$ 796.80	$ 398.40
D	$ 408.16	$ 306.12	$ 796.80	$ 398.40
E	$ 408.16	$ 306.12	$ 796.80	$ 398.40

Sec. 25-261. Roadway Impact Fee Required.

No Final Plat for New Development shall be released for filing with Denton County without Assessment of an Impact Fee pursuant to this article; or, if no plat is required, then no building permit shall be issued until such Assessment is made and paid in accordance with the Assessment and collection procedures indicated herein.

Sec. 25-262. Assessment of Impact Fees.

Assessment of the Impact Fee for any New Development shall be made as follows:

(a) For a New Development which has received final plat approval before the effective date of this article, Assessment of Impact Fees shall occur on the effective date of this article, and shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Schedule l of Section 25-260. However, the Roadway Impact Fee Collection Rate shall not be collected on any Service Unit which has received final plat approval before the effective date of this article and for which a valid building permit is issued within one year after the date of adoption of this article.

(b) For land which is not required to be platted at the time of application for a building permit pursuant to the City's subdivision regulations prior to development, Assessment of Roadway Impact Fees shall occur at the time application is made for the building permit, and shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Schedule l of Section 25-260 then in effect.

(c) For New Development which is submitted for approval pursuant to the City's subdivision regulations or which is proposed for replatting on or after the effective date of this Article, Assessment of Impact Fees shall be at the time of final plat or replat approval, and shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Schedule l of Section 25-260 then in effect.

(d) Following Assessment of the Impact Fee pursuant to this Section, the amount of the Impact Fee Assessment per Service Unit for that development cannot be increased, unless the

owner proposes to change the approved development by the submission of a new application for final plat approval or other development application that results in approval of additional Service Units, in which case a new Assessment shall occur at the Schedule l of Section 25-260 rate then in effect for such additional Service Units.

(e) The Director of Engineering or his or her designee shall compute the Roadway Impact Fees for New Development by first determining whether the New Development is eligible for Credits calculated in accordance with this article, which would further reduce Impact Fees otherwise due in whole or in part. The total amount of Impact Fees for the New Development shall be attached to the development application as a condition of approval.

(f) Approval of an amending plat pursuant to Tex. Loc. Gov't Code, Section 212.016 and the City's subdivision regulations is not subject to reassessment for an Impact Fee.

(g) For the following uses in table provided in Section 258(h) of this article, Land Use Equivalency Table Land of the Roadway Impact Fee Study, the maximum Service Unit charge will be capped at 1.92 vehicle miles per development unit: General Light Industrial, General Heavy Industrial, and Industrial Park.

Sec. 25-263. Exemptions to Impact Fees.

The following are exempt from the applicability of this article:

(a) Pursuant to Tex. Loe. Gov't Code Section 395.022, as amended, a public school district is not required to pay Roadway Impact Fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering a contract with the City imposing the fees.

(b) A change in use that generates less than 10 times the number of Service Units attributable to the immediately preceding use is exempt from the payment oflmpact Fees.

Sec. 25-264. Collection of Impact Fees.

Roadway Impact Fees shall be collected in the following manner; however, the City has the ability to require construction greater than the Roadway Impact Fee Collection Rate for amounts up to the Maximum Assessable Roadway Impact Fee:

(a) The Roadway Impact Fee Collection Rate shall be paid at the time the City issues a building permit for a New Development.

(b) For properties requiring a plat, the Roadway Impact Fee Collection Rate to be paid and collected per Service Unit for New Development shall be the amount listed in Schedule 2 of Section 25-260 in effect at the time of final plat approval for up to a one-year period following such final plat approval. After the one-year period has expired, the Roadway Impact Fee Collection Rate shall be paid according to the current amount listed in Schedule 2 of Section 25-260 then in effect.

(c) For properties that do not require the filing of a plat, the Roadway Impact Fee Collection Rate shall be paid and collected per Service Unit for New Development in the amount listed in Schedule 2 of Section 25-260 in effect at the time that the building permit is filed.

(d) If the building permit for which an Impact Fee has been paid has expired, and a new application is thereafter filed, the Roadway Impact Fee Collection Rate shall be computed

using Schedule 2 of Section 25-260 in effect at the time of the new application, with Credits for previous payment of Impact Fees being applied against the new Impact Fees due.

(e) Whenever the property owner proposes to increase the number of Service Units for a development, the additional Impact Fees collected for such new Service Units shall be determined by using Schedule 2 of Section 25-260 in effect at the time of the request, and such additional fee shall be collected at the times prescribed by this section.

(f) The City may vary the rates of collection or amount of Roadway Impact Fees per Service Unit among or within Service Areas in order to reasonably further goals and policies affecting the adequacy of roadway facilities serving New Development, or other regulatory purposes affecting the type, quality, intensity, economic development potential or development timing ofland uses within such Service Areas.

(g) The Maximum Assessable Roadway Impact Fee per Service Unit for Roadway Facilities, as may be amended from time to time, hereby is declared to be an approximate and appropriate measure of the impacts generated by a new unit of development on the City's Roadway System. To the extent that the Roadway Impact Fee Collection Rate charged against a New Development, as may be amended from time to time, is less than the Maximum Assessable Roadway Impact Fee per Service Unit assessed, such difference hereby is declared to be founded on policies unrelated to measurement of the impacts of the New Development on the City's roadway system. The Maximum Assessable Roadway Impact Fee may be used in evaluating any claim by a property owner that the dedication or construction of a Capital Improvement within a Service Area imposed as a condition of development approval pursuant to the City's subdivision or development regulations is disproportionate to the impacts created by the development on the City's Roadway System.

Sec. 25-265. Credits against Impact Fees.

The City may credit the contribution of land, improvements or funding for construction of any System Facility that is required or agreed to by the City, pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the City with the following limitations:

(a) The Credit shall be associated with the plat or other detailed plan of development for the property that is to be served by the Roadway Facility.

(b) Master Planned Community projects, including subdivisions containing multiple phases, and whether approved before or after the effective date of these Impact Fee regulations, may apply for Credits against Roadway Impact Fees for the entire project based upon contributions of land, improvements or funds toward construction of system facilities, or other Roadway Capital Improvements supplying excess capacity. Credits shall be determined by comparing costs of Roadway Capital Improvements supplied by the project with the costs of Roadway Capital Improvements to be utilized by development within the project, utilizing a methodology approved by the City. The Credit determination shall be incorporated within an agreement for Credits, in accordance with this Article. The Roadway requirements of an agreement for Credits shall not be less than what is required by the Denton Development Code.

(c) The City's current policies and regulations shall apply to determine a New Development's obligations to construct adjacent System Facilities. The obligation to construct, however, shall not exceed the Maximum Assessable Roadway Impact Fee assessed against the New Development under Schedule 1 of Section 25-260 of this article. Construction required under such policies and regulations shall be a Credit against the amount of Impact Fees otherwise due. If the costs of constructing a System Facility in accordance with the current City policies and regulations are greater than the amount of the Roadway Impact Fee Collection Rate due, the amount of the Credit due shall be deemed to be 100% of the assessed Impact Fees and no Impact Fee shall be collected thereafter for the development, unless the number of Service Units is subsequently increased.

(d) All Credits against Roadway Impact Fees shall be based upon standards promulgated by the City, which may be adopted as administrative guidelines, including the following standards:

(1) No Credit shall be given for the dedication or construction of Site-related Facilities.

(2) No Credit shall be given for a Roadway Facility which is not identified within the Roadway Impact Fee Capital Improvements Plan.

(3) In no event will the City grant a Credit when no Roadway Impact Fees can be collected pursuant to this Article or for any amount exceeding the Roadway Impact Fee Collection Rate due for the development, unless expressly agreed to by the City in writing.

(4) The City may participate in the costs of a System Facility to be dedicated to the City, including costs that exceed the amount of the Impact Fees due for the development, in accordance with policies and rules established by the City. The amount of any Credit for construction of a System Facility shall be reduced by the amount of any participation funds received from the City.

(5) Where funds for Roadway Facilities have been escrowed under an agreement that was executed with the City prior to the effective date of this article, the following rules apply:

i. Funds expended under the agreement for Roadway Facilities shall first be credited against the amount of Roadway Impact Fees that would have been due under Schedule 2 of Section 25-260 of this article for those units of development for which building permits already have been issued;

ii. Any remaining funds shall be credited against Impact Fees due for the development under Schedule 2 of Section 25-260 of this article at the time building permits are issued.

(e) Credits for construction of Capital Improvements shall be deemed created when the Capital Improvements are completed and the City has accepted the facility, or in the case of Capital Improvements constructed and accepted prior to the Effective Date of this Article, on such effective date. Credits created after the Effective Date of this Article shall expire ten (10) years from the date the Credit was created. Credits arising prior to such Effective Date shall expire ten (10) years from such effective date. Upon application by the property owner, the City may agree to extend the expiration date for the Credit on mutually agreeable terms.

(f) Unless an agreement for Credits, as described herein, is executed providing for a different manner of applying Credits against Roadway Impact Fees due, a Credit associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce Impact Fees due until the Credit is exhausted.

(g) An owner of a New Development who has constructed or financed a Roadway Capital Improvement or Roadway Facility expansion designated in the Roadway Impact Fee Capital Improvements Plans, or other Roadway Capital Improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for Credits against Roadway Impact Fees due for the development in accordance with this paragraph. The agreement shall identify the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity by developed lots or tracts served by the Roadway Capital Improvements. For multi-phased projects, the City may require that total Credits be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of Credits among New Developments within the project, and provisions for the timing and collection of Impact Fees.

Section 25-266. Use of Proceeds of Impact Fee Accounts.

The Roadway Impact Fees collected for each Service Area pursuant to these regulations may be used to finance or to recoup the costs of any roadway improvements or facility expansions identified in the Roadway Impact Fee Capital Improvements Plan for the Service Area, including but not limited to the construction contract price, surveying and engineering fees, and land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Roadway Impact Fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such roadway improvements or facility expansions. Roadway Impact Fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the Roadway Impact Fee Capital Improvements Plan. Impact Fees collected may not be used to pay for the expenses prohibited by TLGC Chapter 395 .

Section 25-267. Establishment of Accounts.

The City's Finance Department shall establish an account to which interest is allocated for each Service Area for which a Roadway Impact Fee is imposed pursuant to this article. Each Impact Fee collected within the Service Area shall be deposited in such account with the following regulations:

(a) Interest earned on the account into which the Impact Fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in this article and TLGC Chapter 395 .

(b) The City's Finance Department shall establish adequate financial and accounting controls to ensure that Roadway Impact Fees disbursed from the account are utilized solely for the purposes authorized in this Article and TLGC Chapter 395. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Article; provided, however, that any Roadway Impact Fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
(c) The City's Finance Department shall maintain and keep financial records for Roadway Impact Fees, which shall show the source and disbursement of all fees collected in or expended from each Service Area. The records of the account into which Impact Fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.

Sec. 25-268. Impact Fee as Additional and Supplemental Regulation.

Roadway Impact Fees established by these regulations are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such Impact Fees are intended to be consistent with and to further the policies of the Denton Plan, the Capital Improvements Plan, the zoning ordinances, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development ofland. This article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development ofland or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 25-269. Updates to Plans and Revision of Fees.

The City shall update its Land Use Assumptions and Capital Improvements Plan and make any revision of fees as indicated below:

(a) The City shall update its Land Use Assumptions and Roadway Impact Fee Capital Improvements Plans and shall recalculate the Roadway Impact Fees based thereon in accordance with the procedures set forth in Texas Local Gov't Code, Ch. 395, or in any successor statute. However, this does not preclude the City from reviewing its Land Use Assumptions, Roadway Impact Fee Capital Improvements Plans, Roadway Impact Fees, and other factors such as market conditions more frequently than provided for herein to determine whether the Land Use Assumptions and Roadway Capital Improvements Plans should be updated and the Roadway Impact Fees recalculated accordingly, utilizing statutory update procedures.
(b) Schedule 2 of 25-260 of this article may be amended without revising the Land Use Assumptions and Roadway Capital Improvements Plans at any time prior to the update

provided for in this Section, provided that the Roadway Impact Fee Collection Rate to be collected under Schedule 2 of 25-260 do not exceed the Maximum Assessable Roadway Impact Fees assessed under Schedule 1 of 25-260 of this article.

(c) If, at the time an update is required as indicated herein and the City Council determines that no change to the Land Use Assumptions, Roadway Impact Fee Capital Improvements Plan or Roadway Impact Fees are needed, it may dispense with such update by following the procedures in Texas Local Gov't Code, Section 395.0575 or its successor statute.

(d) The City may amend any other provisions of this Article in accordance with procedures for ordinance amendments contained in the City's Charter or State law.

Sec. 25-270. Refunds

(a) Upon application, any Roadway Impact Fee or portion thereof collected pursuant to this article, which has not been expended within the Service Area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the Impact Fee was paid or, if the Impact Fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Sec. 302.002, Tex. Fin. Code, or its successor statute. The application for refund pursuant to this section shall be submitted within sixty (60) days after the expiration of the ten-year period for expenditure of the Impact Fee. An Impact Fee shall be considered expended on a first-in, first out basis.

(b) An Impact Fee collected pursuant to this article shall also be considered expended if the total expenditures for Capital Improvements or Roadway Facility expansions authorized within the Service Area within ten (10) years following the date of payment exceeds the total fees collected within the Service Area for such improvements or expansions during such period.

(c) If a refund is due pursuant to Subsections (a) or (b), the City shall divide the difference between the amount of expenditures and the amount of the Impact Fees collected by the total number of Service Units assumed within the Service Area for the period to determine the refund due per Service Unit. The refund to the record owner shall be calculated by multiplying the refund due per Service Unit by the number of Service Units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

Sec. 25-271. Rebates.

If the building permit for a New Development for which a Roadway Impact Fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the City shall, upon written application, rebate the amount of the Impact Fee to the record owner of the property for which the Impact Fee was paid. If no application for rebate pursuant to this subsection has been filed within this period, no rebate shall become due.

Sec. 25-272. Appeals.

The property owner or applicant for New Development may appeal the applicability or amount of the Roadway Impact Fee or the availability or amount of Credits or Refunds to the City Council using the following procedure:

(a) The burden of proof shall be on the applicant to demonstrate that relief should be granted by the City.
(b) The applicant must file a written notice of appeal with the City Manager or designee within thirty (30) days following the decision being appealed. Along with the notice of appeal, an applicant may request an alternative Service Unit computation for land uses not contained with the latest edition of the ITE Trip Generation Manual by submitting a trip generation study demonstrating the appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.
(c) The City Manager or designee ("Manager") may (1) resolve the appeal, if the applicant agrees with the Manager's decision, or (2) if the applicant does not agree, refer the matter to the City Council for decision, along with the Manager's recommendation and any trip generation study provided, if any.
(d) If City Council review is requested by the applicant after receiving the Manager's decision, the City Secretary shall schedule a public hearing at which the applicant may present testimony and evidence before the City Council. The City Council shall act on the appeal within 60 days ofreceipt of the notice of appeal by the City, unless otherwise agreed by the Applicant.
(e) If the notice of appeal is accompanied by a payment or other security satisfactory to the City Attorney in an amount equal to the original determination of the Roadway Impact Fee due, the City shall process and may issue a building permit if other requirements are met while the appeal is pending.
(f) If the City Council allows for a different amount of the Roadway Impact Fee due for a New Development under this section to be paid, it may cause to be appropriated from other City funds the amount of the reduction in the Impact Fee to the account for the Service Area in which the property is located.

Sec 25-273. Severability.

If any provision of this Article or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.

Sec 25-274. Conflicts.

This Article shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Denton, Texas, as amended, except where provisions of this article are in direct conflict with the provisions of such ordinances or such Code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

25-275. Effective Date.

This Article shall take effect on January 1, 2025 or immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code, whichever is later, and it is accordingly so ordained.

SECTION 9. This Ordinance shall take effect on January 1, 2025, and it is accordingly so ordained.

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland, the ordinance was passed and approved by the following vote [6 - 6]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:				✓
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 16th day of July, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Mack Reinwand

EXHIBIT A

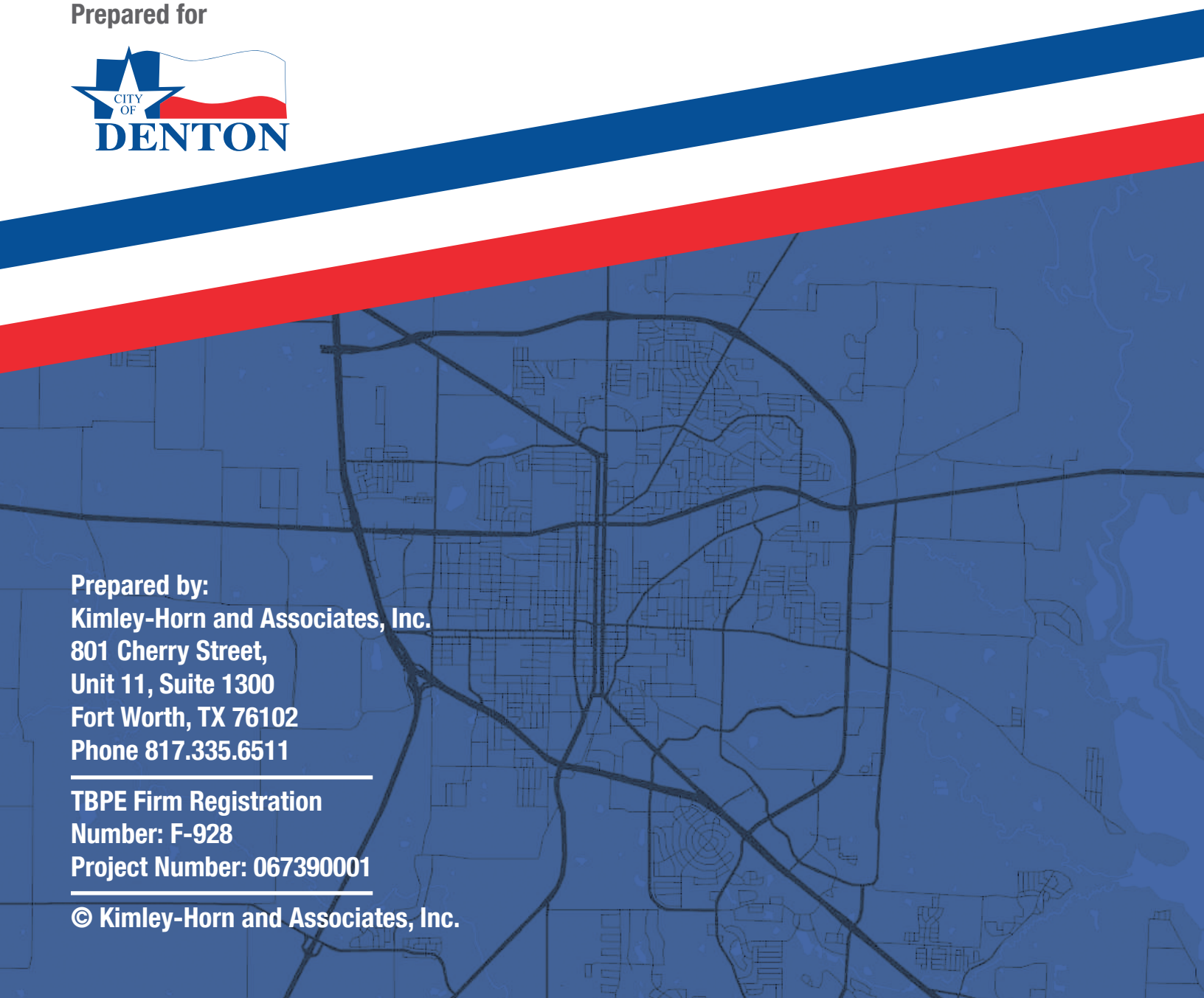
(ROADWAY IMPACT FEE STUDY)

CITY OF DENTON, TEXAS

ROADWAY IMPACT FEE STUDY

May 2024

Prepared for



Prepared by:
Kimley-Horn and Associates, Inc.
801 Cherry Street,
Unit 11, Suite 1300
Fort Worth, TX 76102
Phone 817.335.6511

TBPE Firm Registration
Number: F-928
Project Number: 067390001

© Kimley-Horn and Associates, Inc.

CITY OF DENTON, TEXAS
ROADWAY IMPACT FEE STUDY

May 2024

Prepared for the City of Denton

Prepared by:

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Table of Contents

EXECUTIVE SUMMARY III

I. INTRODUCTION 1

II. LAND USE ASSUMPTIONS 3
- A. Purpose and Overview 3
- B. Land Use Assumptions Methodology 4
- C. Roadway Impact Fee Service Areas 5
- D. Residential and Employment 7
- E. Land Use Assumptions Summary 7

III. ROADWAY IMPACT FEE CAPITAL IMPROVEMENTS PLAN 9

IV. COMPUTATION METHOD FOR ROADWAY IMPACT FEES 20
- A. Service Areas 20
- B. Service Units 20
- C. Cost Per Service Unit 22
- D. Roadway Impact Fee CIP Costing Methodology 22
  - 1. Project Information 23
  - 2. Construction Cost 24
  - 3. Allowances 24
- E. Summary of Roadway Impact Fee CIP Costs 25
- F. Service Unit Calculation 31

V. ROADWAY IMPACT FEE CALCULATION 36
- A. Maximum Assessable Impact Fee Per Service Unit 36
- B. Plan for Financing and the Ad Valorem Tax Credit 38
- C. Maximum Assessable Impact Fee Determination 39
- D. Service Unit Demand Per Unit of Development 43

VI. SAMPLE CALCULATIONS 49

VII. ADOPTION AND ADMINISTRATION OF ROADWAY IMPACT FEES 50
- A. Adoption Process 50
- B. Collection and Use of Transportation Impact Fees 50

VIII. CONCLUSIONS 51

APPENDICES 52
- A. Conceptual Level Project Cost Projections
- B. Roadway Impact Fee CIP Service Units of Supply
- C. Existing Roadway Facilities Inventory
- D. Plan for Awarding the Transportation Impact Fee Credit Summary
- E. Plan for Awarding the Transportation Impact Fee Credit Supporting Exhibits
- F. Consideration for the Hunter Ranch and Cole Ranch Operating Agreements

List of Exhibits

1 Proposed Service Areas 6
2 Citywide Future Land Use Plan 8
3 10-Year Roadway Impact Fee Capital Improvements Plan
- Service Area A 15
- Service Area B 16
- Service Area C 17
- Service Area D 18
- Service Area E 19

List of Tables

1 Residential and Employment 10-Year Growth Projections 7
2 10-Year Roadway Impact Fee Capital Improvements Plan
- Service Area A 10
- Service Area B 11
- Service Area C 12
- Service Area D 13
- Service Area E 14

3A Service Volumes for Proposed Facilities 21
3B Service Volumes for Existing Facilities 21
4 Construction Cost Pay Items 24
5 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- Service Area A 26
- Service Area B 27
- Service Area C 28
- Service Area D 29
- Service Area E 30

6 Transportation Demand Factor Calculations 34
7 Ten Year Growth Projections 35
8 Maximum Assessable Roadway Impact Fee Calculation 36-37
9 Maximum Assessable Roadway Impact Fee 43
10 Land Use/Vehicle-Mile Equivalency Table (LUVMET) 45-46
11 Land Use Descriptions 47-48

EXECUTIVE SUMMARY

Introduction

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads and utilities. In Texas, the legislature has allowed their use for water, wastewater, roadway and drainage facilities. They have been used to fund public water and wastewater improvements since 1998 and transportation improvements since 2016 in the City of Denton.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs. In the case of roadway impact fees, the infrastructure need is the increased capacity on arterial and collector roadways that serve the overall transportation system. The purpose of the 2022 Roadway Impact Fee Study is to identify the fee per unit of new development necessary to fund these improvements in accordance with the enabling legislation, Chapter 395 of the Texas Local Government Code.

Impact Fee Basics

Transportation Impact Fees are determined by several key variables, each described below in greater detail.

Impact Fee Study

The primary purpose of the 2022 Roadway Impact Fee Study is to determine the maximum impact fee per unit of new development chargeable as allowed by the state law. This determination is not a recommendation; the actual fee amount ultimately collected is at the discretion of the Denton City Council, so long as it does not exceed the maximum assessable allowed by law. The study looks at a period of 10 years to project new growth and corresponding capacity needs, as required by state law. The study and corresponding maximum fees must be restudied at least every five years. However, the study can be updated at any time to accommodate significant changes in any of the key variables of the impact fee equation.

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Roadway Impact Fees, the Service Area may not exceed six miles. In Denton, this restriction necessitated the creation of five separate Service Areas. A map of the Service Areas can be found on Page 6.

In defining the Service Area boundaries, the project team considered the corporate boundary, required size limit, adjacent land uses, and topography. Since each Service Area has a unique maximum impact fee, the per-unit maximum fee for an identical land use will vary from one Service Area to the next. For this reason, the team contained areas of uniform land use within the same Service Area boundary where possible.

Land Use Assumptions

The maximum Roadway Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2022-2032.

In order to arrive at a reasonable projection of growth, all vacant parcels were inventoried. It was assumed that vacant parcels would develop according to the Future Land Use Plan specified in the Comprehensive Plan (Pg. 8). To project future development in the ten-year window, the known developing areas within the city were assumed to be fully developed by the year 2032. Research of historical building permits was performed to compare the projected growth of these known development areas against historical data.

Roadway Impact Fee Capital Improvement Plan (CIP)

The Roadway Impact Fee CIP is distinct and separate from the City's traditional Capital Improvements Plan. The Roadway Impact Fee CIP is simply the list of projects eligible for funding through impact fees. Only those capacity improvements included in the City's adopted Mobility Plan are included in the Roadway Impact Fee CIP. Capacity improvements may include the addition of lanes, intersection improvements, or the extension of a new road. Resurfacing or other maintenance activities do not qualify as capacity improvements under impact fee law in Texas.

Only the projects listed in the Roadway Impact Fee CIP are eligible to utilize impact fee funds. In order to optimize future flexibility, all capacity improvement projects included in the Mobility Plan are included in the Roadway Impact Fee CIP and will be eligible to utilize impact fee funds. Only the costs associated with providing the additional capacity necessitated by 10-years of growth can be used to calculate the maximum impact fee.

In order to calculate the maximum impact fee, the total cost of the Roadway Impact Fee CIP at build-out was reduced to account for:

- The portion of new capacity that will address existing needs, and
- The portion of new capacity that will not be necessitated until beyond the 10-year growth window.

A ratio that compares 10 years' demand for capacity to the net supply of capacity (total new capacity in the Roadway Impact Fee CIP minus existing needs) can be calculated. This ratio, which may not exceed 100%, is then applied to the cost of the net capacity supplied. The result is a determination of the costs attributable to the next 10 years' growth, which is then used to calculate the maximum impact fee in accordance with state law. The result is known as the cost of the Roadway Impact Fee CIP Attributable to Growth (i.e. recoverable portion of the Roadway Impact Fee CIP):

SERVICE AREA:	A	B	C	D	E
Recoverable Cost of Roadway Impact Fee CIP and Financing	$99,742,506	$61,268,086	$147,114,364	$61,257,141	$89,881,134

Service Units

The impact fee law defines a service unit as follows: "Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years."

The 2022 Roadway Impact Fee Study defines a *service unit* as the number of vehicle-miles. Based on the City's 10-year growth projections the associated demand (consumption) values for each service area are as follows in terms of vehicle-miles:

SERVICE AREA:	A	B	C	D	E
Total Veh-Mi Demand Over Ten Years	39,968	16,374	31,332	11,634	24,148

Impact Fee Calculation

The maximum impact fee allowable in each of the five service areas is then calculated by dividing the Roadway Impact Fee CIP Attributable to Growth by the number of vehicle-miles in the corresponding Service Area in the above table. This calculation is performed for each service area individually; each service area has a stand-alone Roadway Impact Fee CIP and 10-year growth projection.

Below is the listing of the 2022 Roadway Impact Fee Study's Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile):

SERVICE AREA:	A	B	C	D	E
2022 Roadway Impact Fee Study Maximum Assessable Fee Per Vehicle-Mile	$2,496	$3,742	$4,695	$5,265	$3,722

Chapter 395 Required Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of Roadway Impact Fees. A Capital Improvement Advisory Committee (CIAC) is required to review the Land Use Assumptions and Roadway Impact Fees CIP used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the Roadway Impact Fee ordinance and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a first public hearing on the Land Use Assumptions and Roadway Impact Fee CIP and a second public hearing on the Roadway Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Roadway Impact Fees CIP at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Collection and Use of Transportation Impact Fees

Roadway Impact fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development-impacts are introduced to the transportation system. Funds collected within a service area can be used only within the same service area. Finally, fees must be utilized within 10 years of collection, or must be refunded with interest.

I. INTRODUCTION

Chapter 395 of the Texas Local Government Code describes the procedure political subdivisions must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in 2001 to define an Impact Fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development."

The City retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2022 Roadway Impact Fee Study. This report includes details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the Roadway Impact Fee Capital Improvements Plan, and the Land Use Equivalency Table.

This report references two of the basic inputs to the Roadway Impact Fee:

1) **Land Use Assumptions** (Pg. 3)

2) **Roadway Impact Fee Capital Improvements Plan (CIP)** (Pg. 9)

Information from these Land Use Assumptions and Roadway Impact Fee CIP is used extensively throughout the remainder of the report.

There is a detailed discussion of the methodology for the computation of impact fees. This discussion is broken into three components:

1) **Methodology for Roadway Impact Fees** (Pg. 20)

2) **Roadway Impact Fee Calculation** (Pg. 36)

3) **Plan for Financing and the Ad Valorem Tax Credit** (Pg. 38)

The components of the **Computation Method for Roadway Impact Fee** include development of:

- Service Areas (Pg. 20)
- Service Units (Pg. 20)
- Cost Per Service Unit (Pg. 22)
- Roadway Impact Fee CIP Costing Methodology (Pg. 22)
- Summary of Roadway Impact Fee CIP Costs (Pg. 25)
- Service Unit Calculation (Pg. 31)

The Roadway Impact Fee is then calculated as:

- Maximum Assessable Impact Fee Per Service Unit (Pg. 36)
- Service Unit Demand Per Unit of Development (Pg. 43)

The report also includes a section concerning the **Plan for Financing and the Ad Valorem Tax Credit**. This involves the calculation of the applicable credit required by law to offset the City's use of ad valorem taxes to help fund the Roadway Impact Fee CIP. This plan, prepared by NewGen Strategies, and upon which we relied, details the maximum assessable impact fee per service unit the City of Denton may apply under Chapter 395 of the Texas Local Government Code.

II. LAND USE ASSUMPTIONS

A. Purpose and Overview

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

Information from the following sources was compiled to complete the land use assumptions:

- Denton Plan 2040 (City of Denton Comprehensive Plan)
- Denton County Appraisal District (DCAD)
- North Central Texas Council of Governments (NCTCOG)
- City of Denton staff
- Denton 2022 Mobility Plan

The Land Use Assumptions include the following components:

- **Land Use Assumptions Methodology** – An overview of the general methodology used to generate the land use assumptions.
- **Roadway Impact Fee Service Areas** – Explanation of the division of Denton into service areas for transportation facilities.
- **Residential and Employment**– Data on residential and employment growth within the service area over the next ten years (2022 – 2032).
- **Land Use Assumptions Summary** – A synopsis of the land use assumptions.

The residential and employment estimates and projections were compiled in accordance with the following categories:

Residential: Number of residential dwelling units, both single and multi-family.

Employment: Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Retail: Land use activities which provide for the retail sale of goods which primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.

Service: Land use activities which provide personal and professional services, such as government and other professional offices.

Basic: Land use activities that produce goods and services such as those which are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

The above categories in the Land Use Assumptions match those used to develop the travel demand model for the City of Denton. These broader categories are used in the development of the assumptions for impact fees; however, expanded classifications used in the assessment of impact fees are found in the Land Use / Vehicle-Mile Equivalency Table (Pg. 45).

B. Land Use Assumptions Methodology

The residential and employment growth projections formulated in this report were performed using reasonable and generally accepted planning principles. The following factors were considered in developing these projections:

- Character, type, density, and quantity of existing development;
- Current zoning plans;
- Future Land Use Plan (based on Denton 2040 Comprehensive Plan);
- Growth trends;
- Location of vacant land;

- Physical restrictions (i.e. flood plains, railroads); and
- Physical development capacity of Denton.

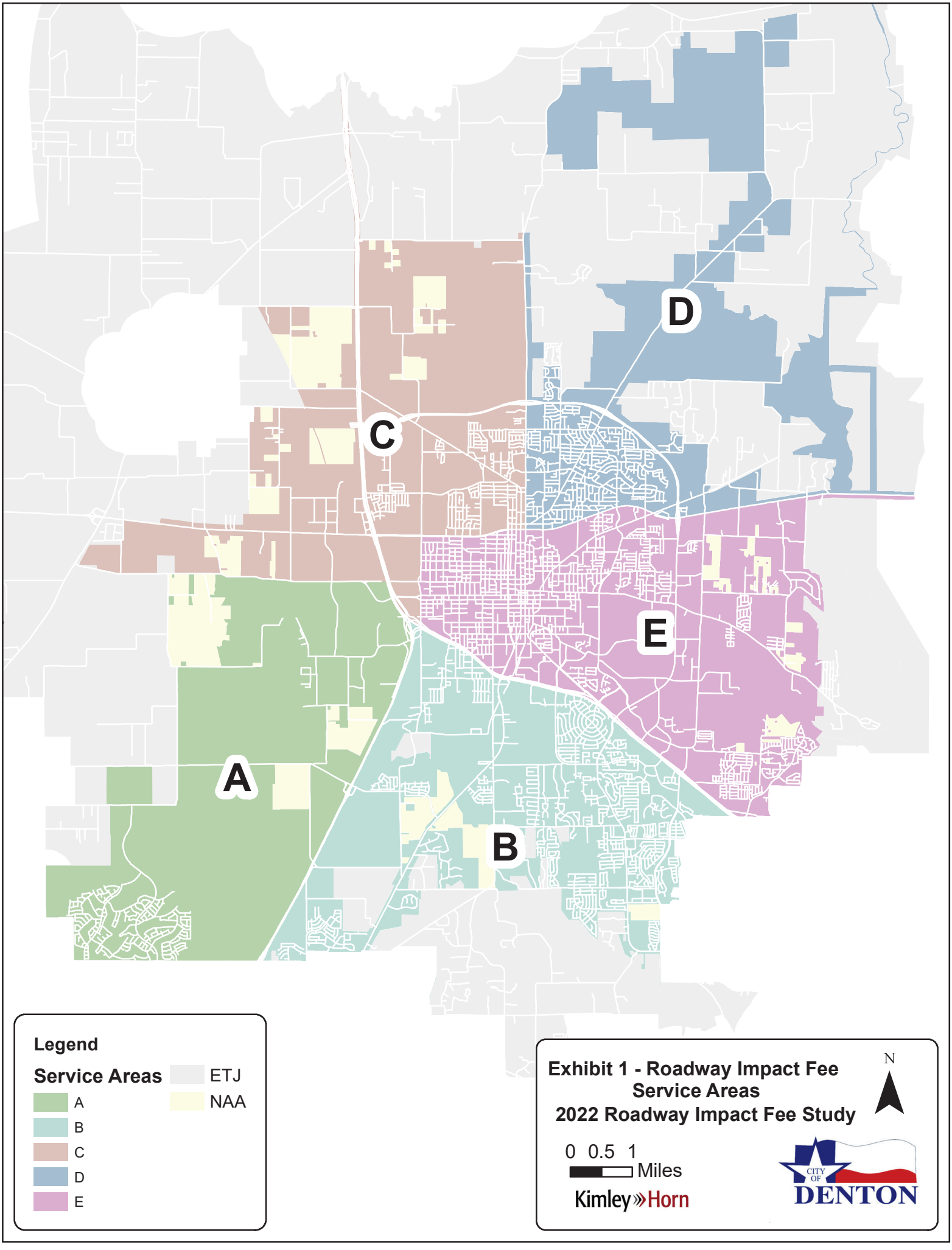
Existing residential and employment estimates were obtained using Denton Central Appraisal District (DCAD) parcel data and an aerial survey of existing development.

For the remaining undeveloped areas, assumptions based upon the City's Future Land Use Plan were used to estimate the ultimate buildout of residential and employment development. To project future development in the ten-year window, the known developing areas within the city were assumed to be fully developed by the year 2032.

C. Roadway Impact Fee Service Areas

The geographic boundary of the proposed impact fee service areas for transportation facilities is shown in **Exhibit 1**. The City of Denton is currently divided into five (5) service areas, each based upon the six (6) mile limit, as required in Chapter 395 (explained on Pg. 20). For roadway facilities, the service areas as required by state law are limited to areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) and non-annexation areas (NAAs) are excluded from this study.

It should be noted that at locations where service area boundaries follow a City thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway, unless otherwise noted. In cases where a service area boundary follows the City Limits, only those portions of the transportation facility within the City Limits are included in the service area.


A
B
C
D
E
Legend
Service Areas
A
B
C
D
E
ETJ
NAA
Exhibit 1 - Roadway Impact Fee
Service Areas
2022 Roadway Impact Fee Study
N
0 0.5 1
Miles
Kimley»Horn
CITY OF
DENTON

D. Residential and Employment

Residential and Employment estimates for the base year (2022) were performed based upon a survey of the existing land uses on DCAD parcel data, and aerial verification. Build-out projections were prepared by combining the existing land uses within the service area with reasonable density assumptions for undeveloped land based upon the Denton 2040 Comprehensive Plan - Future Land Use Plan. Ten-year growth projections were prepared based upon historic growth trends, location of recent and known development within the City, and consultation with City staff. **Exhibit 2** presents the existing City limits and the proposed service areas, combined with the Future Land Use Plan.

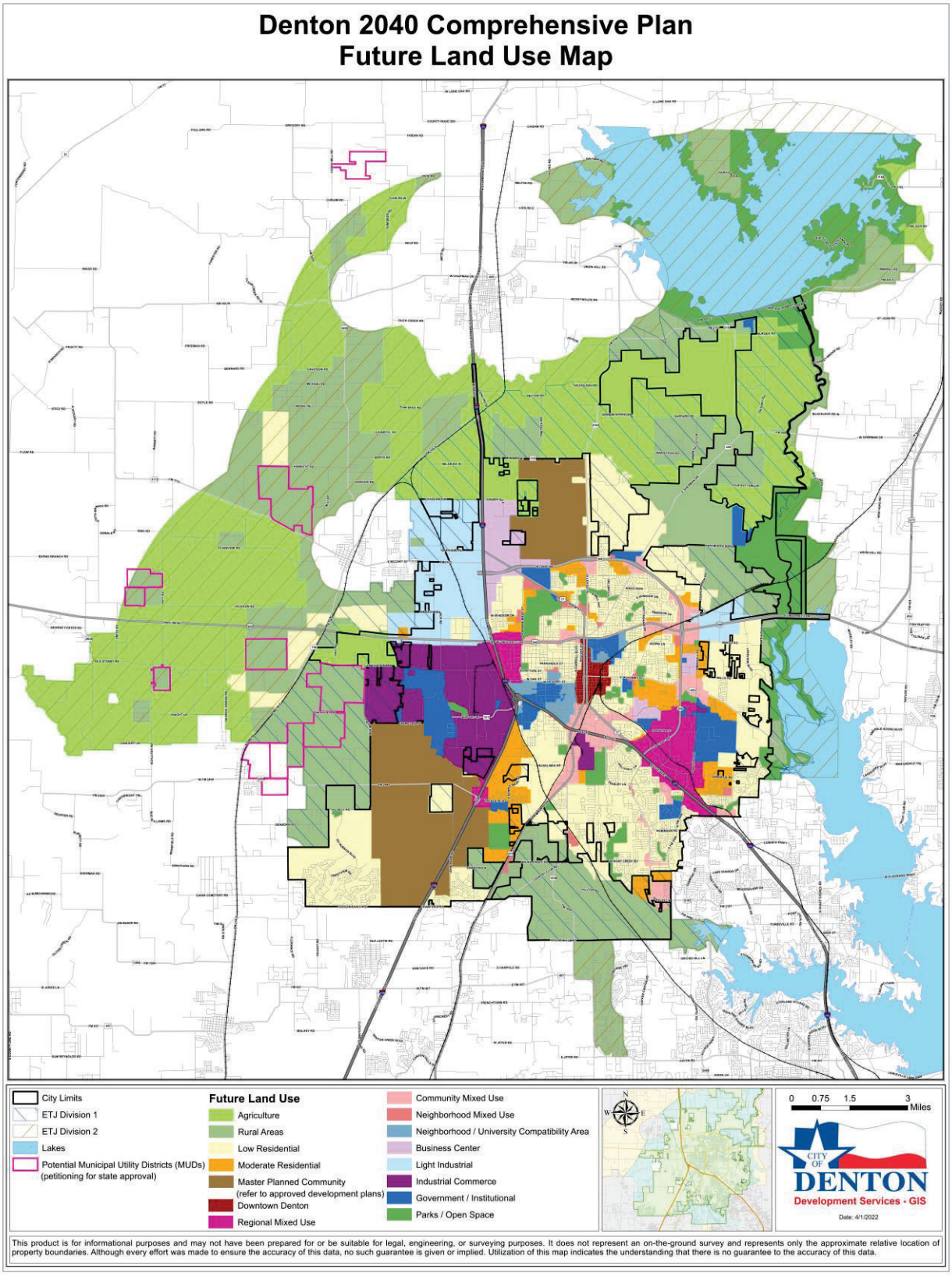
E. Land Use Assumptions Summary

Table 1 summarizes the residential and employment 10-year growth projections. The projected growth over the next ten years is reasonable compared to the historical growth over the previous ten years, as described in the Land Use Assumptions Methodology (page 4).

Table 1. Residential and Employment 10-Year Projections

Service Area	Residential		Employment		
	Single Family	Multi-Family	Basic	Service	Retail
	Dwelling Units		Sq. Ft.	Sq. Ft.	Sq. Ft.
A	3,212	970	2,843,000	591,000	871,000
B	2,009	387	415,000	238,000	285,000
C	1,538	1,015	3,518,000	689,000	446,000
D	847	215	815,000	206,000	287,000
E	1,219	1,291	1,831,000	519,000	505,000
Sub-Total	**8,825**	**3,878**	**9,422,000**	**2,243,000**	**2,394,000**
Total	**12,703**		**14,059,000**		

Exhibit 2– Citywide Future Land Use Map



III. ROADWAY IMPACT FEE CAPITAL IMPROVEMENTS PLAN

Development of a 10-year Roadway Impact Fee Capital Improvement Plan is required per Chapter 395 of the Texas local Government Code. To accomplish this, the current Denton Mobility Plan has been updated using a Denton-specific Travel Demand Model. The Travel Demand Model was developed using the existing roadway network and residential and employment data to develop a baseline scenario. This scenario was calibrated using existing vehicle counts. Several build-out scenarios were run using the build-out residential and employment data to assist in completing the updated mobility plan map. This updated mobility plan map serves as the basis for this Roadway Impact Fee CIP. The Roadway Impact Fee CIP includes arterial and collector class roadway facilities that serve the overall transportation system, as well as major intersection improvements. All the facilities identified are included in the proposed mobility plan map.

The proposed Roadway Impact Fee CIP is listed in **Tables 2.A – 2.E** and mapped in **Exhibits 3.A – 3.E.** The tables show the length of each project as well as the facility's Mobility Plan classification. The Roadway Impact Fee CIP was developed in conjunction with input from City of Denton staff and represents those projects that will be needed to accommodate the growth projected in the Land Use Assumptions section of this report.

Table 2.A. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area A

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
A-1	SA	CORBIN	IH-35W TO CORBIN	0.58	100%
A-2	SA	CORBIN	500' S OF SPRINGSIDE TO CORBIN	0.27	100%
A-3	PA	FM 1515	IH 35W TO CORBIN	1.13	100%
A-4	PA	FM 1515	CORBIN TO WESTERN	0.22	100%
A-5	PA	FM 1515	WESTERN TO WESTCOURT	0.29	100%
A-6	PA	FM 1515	WESTCOURT TO MASCH BRANCH	0.12	100%
A-7	PA	FM 1515	TOM COLE TO 3435' W OF TOM COLE	0.65	100%
A-8	PA	FM 1515	3435' W OF TOM COLE TO 530' E OF C WOLFE	0.71	100%
A-9	PA	H LIVELY	C WOLFE TO 2145' W OF H LIVELY	0.41	50%
A-10	PA	H LIVELY	2145' W OF H LIVELY TO 2150' W OF ED ROBSON	0.74	100%
A-11	C	IH-35-CORBIN	IH-35 TO CORBIN	0.84	100%
A-12	SA	JIM CHRISTAL	IH 35 TO OLD SH 24	0.59	100%
A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%
A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%
A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%
A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%
A-17	C	PRECISION-WESTERN	PRECISION TO WESTERN	0.65	100%
A-18	PA	ROBSON RANCH	IH 35W TO ED ROBSON	1.65	50%
A-19	PA	ROBSON RANCH	ED ROBSON TO YARBROUGH	1.35	50%
A-20	SA	SPRINGSIDE	CORBIN TO UNDERWOOD	0.35	100%
A-21	SA	SPRINGSIDE	UNDERWOOD TO WESTCOURT	0.16	100%
A-22	C	TJ EGAN-LOOP 288	LOOP 288 TO 2440' W OF LOOP 288	0.46	100%
A-23	PA	C WOLFE	1140' S OF TOM COLE TO FM 2449	1.38	50%
A-24	PA	C WOLFE	FM 2449 TO H LIVELY	0.63	50%
A-25	C	CORBIN	IH-35-CORBIN TO SPRINGSIDE	0.39	100%
A-26	C	J CHRISTAL-H LIVELY	FM 2449 TO H LIVELY	0.63	100%
A-27	C	PRECISION	JIM CHRISTAL TO 1635' N OF FM 1515	0.45	100%
A-28	SA	THOMAS J EGAN	JIM CHRISTAL TO 2915' S OF JIM CRISTAL	0.55	100%
A-29	SA	THOMAS J EGAN	1830' N OF FM 1515 TO FM 1515	0.35	50%
A-30	PA	UNDERWOOD	SPRINGSIDE TO UNDERWOOD CONNECTOR	0.76	100%
A-31	SA (1/2)	WESTCOURT	FM 1515 TO SPRINGSIDE	0.79	100%
A-32	PA (1/3)	WESTERN	JIM CHRISTAL TO AIRPORT	1.23	100%
A-33	PA	WESTERN	FM 1515 TO SPRINGSIDE	0.79	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.B. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area B

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
B-1	C	ALLRED	BONNIE BRAE TO BRUSH CREEK	0.81	50%
B-2	PA	ALLRED	BRUSH CREEK TO JOHN PAINE	0.30	50%
B-3	PA	BRUSH CREEK	815' E OF COUNTRY CLUB TO COUNTRY CLUB	0.15	100%
B-4	PA	BRUSH CREEK	COUNTRY CLUB TO 1935' W OF COUNTRY CLUB	0.37	100%
B-5	PA	BRUSH CREEK	2180' E OF FORT WORTH TO FORT WORTH	0.41	100%
B-6	PA	BRUSH CREEK	FORT WORTH TO 590' E OF ALLRED	0.68	100%
B-7	SA	CORBIN	BONNIE BRAE TO IH-35W	0.66	100%
B-8	C	CREEKDALE	PIMLICO TO RIVERCHASE	0.61	100%
B-9	C	CREEKDALE	THISTLE WAY TO OAKBLUFF	0.39	100%
B-10	C	EL PASEO	BELMONT TO COUNTRY CLUB	0.36	100%
B-11	PA	FM 1515	BONNIE BRAE TO IH 35W	0.15	100%
B-12	PA (1/3)	HICKORY CREEK	FM 2499 TO NAUTICA	0.22	100%
B-13	PA (1/3)	HICKORY CREEK	NAUTICA TO TEASLEY	0.25	100%
B-14	PA (1/3)	HICKORY CREEK	TEASLEY TO MONTECITO	0.85	100%
B-15	PA (1/3)	HICKORY CREEK	MONTECITO TO 1435' W OF BIDDY BYE	0.42	50%
B-16	PA	HICKORY CREEK	1435' W OF BIDDY BYE TO 815' E OF COUNTRY CLUB	0.38	100%
B-17	SA	HOBSON LANE	TEASLEY TO MONTECITO	0.13	100%
B-18	SA	HOBSON LANE	MONTECITO TO FORRESTRIDGE	0.28	100%
B-19	SA	HOBSON LANE	FORRESTRIDGE TO COUNTRY CLUB	0.72	100%
B-20	C	PARVIN	MCCORMICK TO HIGHLAND PARK	0.50	100%
B-21	SA	ROBINSON	230' E OF WHEELER RIDGE TO TEASLEY	0.52	100%
B-22	SA	RYAN	TEASLEY TO MONTECITO	0.76	100%
B-23	SA	RYAN	MONTECITO TO FORRESTRIDGE	0.63	100%
B-24	SA	RYAN	FORRESTRIDGE TO COUNTRY CLUB	0.66	100%
B-25	PA (1/3)	VINTAGE	FORT WORTH TO BONNIE BRAE	0.87	100%
B-26	PA (1/3)	VINTAGE	BONNIE BRAE TO NAPA VALLEY	0.14	100%
B-27	PA (1/3)	VINTAGE	NAPA VALLEY TO IH 35W	0.65	100%
B-28	C	WILLOWWOOD	1250' W OF HIGHLAND PARK TO BONNIE BRAE	0.24	100%
B-29	SA	BONNIE BRAE	IH 35E TO FM 1515	0.14	100%
B-30	SA	BONNIE BRAE	FM 1515 TO WILLOWWOOD	1.09	100%
B-31	SA	BONNIE BRAE	HIGHLAND PARK TO ROSELAWN	0.48	50%
B-32	SA	COUNTRY CLUB	FORT WORTH TO HOBSON	0.08	100%
B-33	SA	COUNTRY CLUB	HOBSON TO RYAN	1.00	100%
B-34	SA	COUNTRY CLUB	RYAN TO HICKORY CREEK	0.66	50%
B-35	PA	FORT WORTH	COUNTRY CLUB TO VINTAGE	1.32	100%
B-36	PA	FORT WORTH	VINTAGE TO BONNIE BRAE	1.07	100%
B-37	PA	FORT WORTH	BONNIE BRAE TO BRUSH CREEK	0.24	100%
B-38	PA	FORT WORTH	BRUSH CREEK TO CRAWFORD	1.11	100%
B-39	Completed	JOHN PAINE	JOHNSON TO ATHENS	0.42	100%
B-40	SA	JOHN PAINE	VINTAGE TO 1045' S OF VINTAGE	0.20	100%
B-41	C	PARVIN-ROSELAWN	PARVIN TO ROSELAWN	0.52	100%
B-42	PA (1/3)	TEASLEY	IH 35E TO LONDONDERRY	0.25	100%
B-43	PA (1/3)	TEASLEY	LONDONDERRY TO HOBSON	0.97	100%
B-44	PA (1/3)	TEASLEY	LILLIAN B MILLER TO PENNSYLVANIA	0.36	100%
B-45	PA (1/3)	TEASLEY	PENNSYLVANIA TO HOBSON	0.21	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.C. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area C

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
C-1	PA	BARTHOLD	MASCH BRANCH TO 5200' W OF IIH 35	0.98	50%
C-2	SA	BOBCAT	FM 2164 TO IH-35	2.75	100%
C-3	SA	FM 1173	IH 35 TO 4605' W OF IH 35	0.87	100%
C-4	SA	FM 1173	4605' W OF IH 35 TO LOVERS	0.41	50%
C-5	SA	FM 2164-IH 35	FM 2164 TO IH 35	2.73	100%
C-6	PA	GANZER	FM 2164 TO GANZER	2.40	100%
C-7	PA	GANZER	2900' E OF IH 35 TO IH 35	0.55	100%
C-8	PA	GANZER	1620' E OF BARTHOLD TO BARTHOLD	0.31	50%
C-9	PA	GANZER	BARTHOLD TO RECTOR	0.49	50%
A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%
A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%
A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%
A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%
C-14	SA	JIM CHRISTAL	945' W OF C WOLFE TO NAIL	0.59	50%
C-15	SA	JIM CHRISTAL	NAIL TO 2045' W of Nail	0.39	50%
C-16	C	MARSHALL	2845' N OF HAMPTON TO HAMPTON	0.54	100%
C-17	C	MARSHALL	HAMPTON TO US 380	0.59	100%
C-18	SA	MASCH BRANCH	MASCH BRANCH TO DARBY SMITH	0.65	100%
C-19	C	WESTWARD	NORTHWAY TO BONNIE BRAE	0.22	100%
C-20	SA (1/2)	RINEY	US 77 TO 2460' W OF US 77	0.47	100%
C-21	SA (1/2)	RINEY	2460' W OF US 77 TO BONNIE BRAE	0.19	100%
C-22	PA (1/3)	US 77	WINDSOR TO FM 2164	0.22	100%
C-23	PA (1/3)	US 77	RINEY TO WINDSOR	0.46	100%
C-24	PA (1/3)	US 77	RINEY TO RINEY	0.40	100%
C-25	PA (1/3)	US 77	BONNIE BRAE TO RINEY	0.75	100%
C-26	PA (1/3)	US 77	LOOP 288 TO BONNIE BRAE	0.33	100%
C-27	PA (1/3)	US 77	IH 35 TO LOOP 288	0.87	100%
C-28	C	MASCH BRANCH-NAIL	MASCH BRANCH TO 1295' W OF MASCH BRANCH	0.25	100%
C-29	C	MASCH BRANCH-NAIL	1050' E OF LOOP 288 TO 1550' W OF LOOP 288	0.49	100%
C-30	C	MASCH BRANCH-NAIL	1335' W OF THOMAS J EGAN TO 775' E OF C WOLFE	0.48	100%
C-31	C	MASCH BRANCH-NAIL	775' E OF C WOLFE TO 690' W OF C WOLFE	0.28	50%
C-32	C	MASCH BRANCH-NAIL	690' W OF C WOLFE TO NAIL	0.58	100%
C-33	SA	WESTGATE	WESTGATE TO 1460' E OF IH-35	0.18	100%
C-34	SA	WINDSOR	US 77 TO HINKLE	0.46	100%
C-35	SA (1/2)	WINDSOR	HINKLE TO BONNIE BRAE	0.99	100%
C-36	SA (1/2)	WINDSOR	WESTGATE TO 145' W OF CLARENDON	0.10	100%
C-37	SA (1/2)	WINDSOR	220' W OF WINDSOR FARMS TO IH 35	0.17	100%
C-38	SA	WINDSOR	IH 35 TO MASCH BRANCH	1.24	100%
C-39	SA	BARTHOLD	GANZER TO 2600' S OF GANZER	0.49	100%
C-40	PA	BONNIE BRAE	MILAM TO LOOP 288	3.13	100%
C-41	SA	BONNIE BRAE	LOOP 288 TO US 77	0.24	100%
C-42	SA	BONNIE BRAE	US 77 TO RINEY	0.38	100%
C-43	SA	BONNIE BRAE	RINEY TO WINDSOR	0.66	100%
C-44	SA	BONNIE BRAE	WINDSOR TO US 380	0.68	100%
C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%
C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%
C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%
C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%
C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%
C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%
C-51	PA	C WOLFE	US 380 TO WESTERN-NAIL	0.51	100%
C-52	C	FALLMEADOW	MEADOWLEDGE TO GARDENVIEW	0.17	100%
C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%
C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%
C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%
C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%
C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%
C-58	SA	LOVERS	FM 1173 TO MASCH BRANCH	0.78	100%
C-59	SA	LOVERS	1085' N OF MASCH BRANCH TO MASCH BRANCH	0.21	100%
C-60	SA	LOVERS LN CONNECTOR	LOVERS TO LOOP 288	0.06	100%
C-61	SA	LOVERS LN CONNECTOR	LOOP 288 TO 1085' N OF MASCH BRANCH	0.08	100%
C-62	SA	MASCH BRANCH	1295' S OF FM 1173 TO JACKSON	0.79	50%
C-63	SA	MASCH BRANCH	LOVERS TO US 380	0.72	100%
C-64	SA	MASCH BRANCH	US 380 TO JIM CHRISTAL	0.78	100%
C-65	SA	MILAM-LOOP 288	MILAM TO LOOP 288	2.71	100%
C-66	SA	MILAM-US 77	MILAM TO GANZER	1.51	100%
C-67	SA	MILAM-US 77	GANZER TO LONG	0.73	100%
C-68	SA	MILAM-US 77	LONG TO US 77	0.53	100%
C-69	C	NICOSIA	LOOP 288 TO BEALL	0.12	100%
C-70	SA	THOMAS J EGAN	US 380 TO JIM CHRISTAL	0.76	100%
C-71	PA	WESTERN	US 380 TO JIM CHRISTAL	0.80	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

Table 2.D. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area D

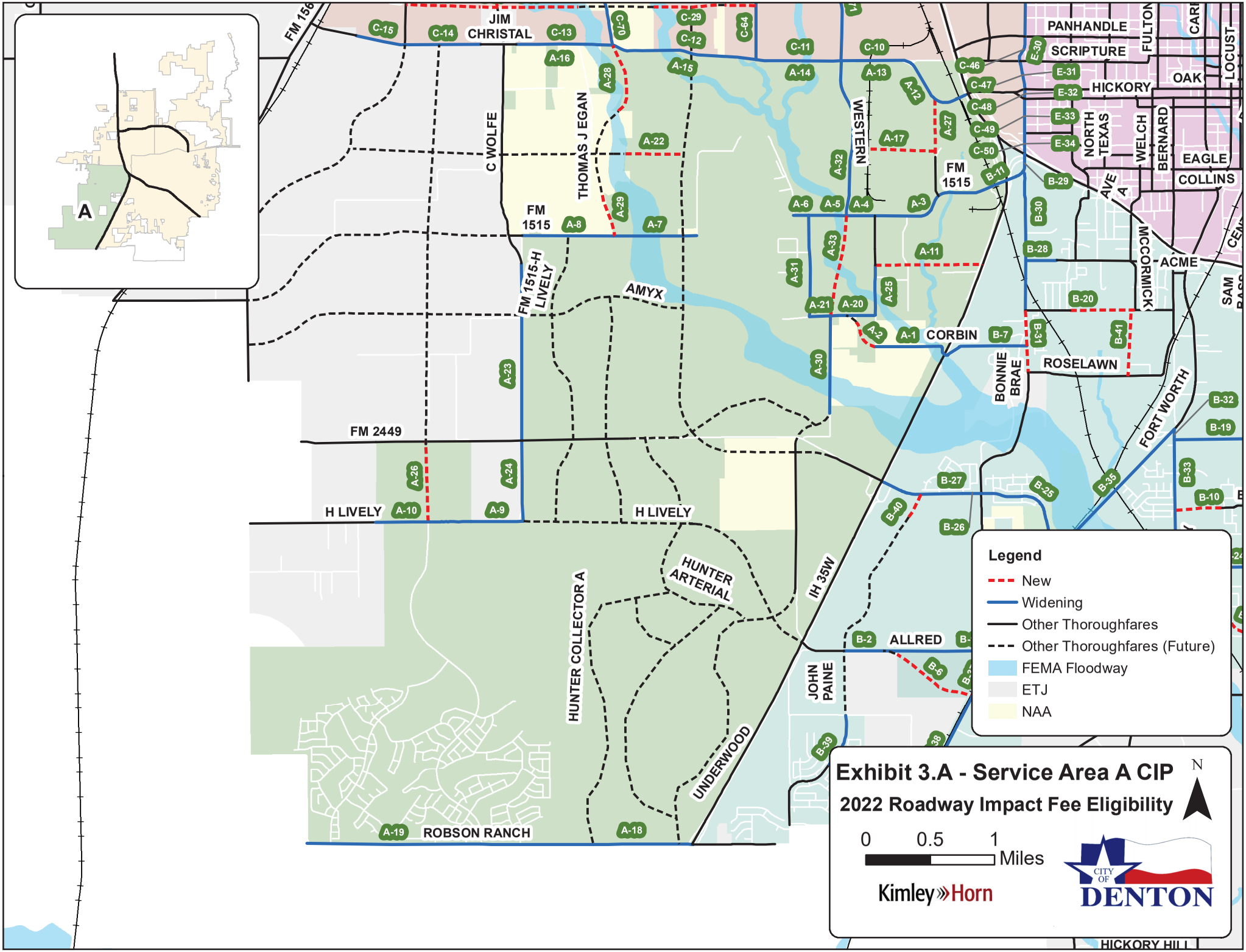
Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
D-1	SA	BOBCAT	560' W OF FM 2164 TO FM 2164	0.11	50%
D-2	C	FISHTRAP	MINGO TO GEESLING	0.36	50%
D-3	PA	GANZER	15,500' E OF SHERMAN TO 4600' W OF SHERMAN	3.41	100%
D-4	SA	GRIBBLE SPRINGS	INDIAN WELLS TO 3015' W OF INDIAN WELLS	0.57	50%
D-5	SA	HARTLEE FIELD	4220' E OF COOPER CREEK TO COOPER CREEK	0.80	50%
D-6	SA	HARTLEE FIELD	COOPER CREEK TO 5170' W OF COOPER CREEK	0.98	50%
D-7	C	HARTLEE FIELD	600' E OF SHERMAN TO SHERMAN	0.11	50%
D-8	SA	HARTLEE FLD-FM 2164	HARTLEE FIELD TO SHERMAN	0.43	100%
D-9	SA	HARTLEE FLD-FM 2164	SHERMAN TO 3500' W OF SHERMAN	0.66	100%
D-10	SA	HARTLEE FLD-FM 2164	STUART TO 1485' W OF STUART	0.28	50%
D-11	SA	HARTLEE FLD-FM 2164	475' W OF FM 2164 TO FM 2164	0.09	100%
D-12	C	LONG	510' W OF FM 2164 TO FM 2164	0.10	100%
D-13	SA	MINGO	E CITY LIMITS TO COOPER CREEK	0.09	100%
D-14	SA	MINGO	COOPER CREEK TO LOOP 288	0.44	100%
D-15	SA	MINGO	LOOP 288 TO US 380	0.43	100%
D-16	C	KINGS ROW	SILVER DOME TO LOOP 288	0.50	100%
D-17	C	SILVER DOME	COOPER CREEK TO FARRIS RD	0.41	50%
D-18	C	COLLINS	HARTLEE FIELD TO 2730' S OF HARTLEE FIELD	0.84	50%
D-19	SA	COOPER CREEK	SHERMAN TO HARTLEE FIELD	1.91	100%
D-20	SA	COOPER CREEK	SILVER DOME TO MINGO	0.83	50%
D-21	PA	COOPER CREEK	MINGO TO US 380	0.32	100%
C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%
D-23	PA	GREEN VALLEY	2395' S OF FM 2153 TO 2935' N OF SHEPARD	1.47	100%
D-24	SA	GREEN VALLEY	WARSCHUN TO SHERMAN	0.40	100%
D-25	SA	INDIAN WELLS	1615' S OF FM 2153 TO 4930' N OF GRIBBLE SPRINGS	0.73	100%
D-26	SA	INDIAN WELLS	4930' N OF GRIBBLE SPRINGS TO 2905' N OF GRIBBLE	0.38	50%
D-27	SA	INDIAN WELLS	2905' N OF GRIBBLE SPRINGS TO GRIBBLE SPRINGS	0.55	50%
C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%
C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%
C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%
C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%
D-32	SA	SHERMAN	LOOP 288 TO HERCULES	0.31	100%
D-33	SA	SHERMAN	HERCULES TO KINGS	0.36	100%
D-34	SA	SHERMAN	KINGS TO WINDSOR	0.38	100%
D-35	SA	SHERMAN	WINDSOR TO WILSONWOOD	0.19	100%
D-36	SA	SHERMAN	WILSONWOOD TO CORONADO	0.22	100%
D-37	SA	SHERMAN	CORONADO TO GREENWOOD	0.31	100%
D-38	SA	SHERMAN	GREENWOOD TO BELL	0.16	100%
D-39	SA	SHERMAN	BELL TO LOCUST	0.32	100%
D-40	C	WINDSOR	LOOP 288 TO DOMINION	0.16	100%

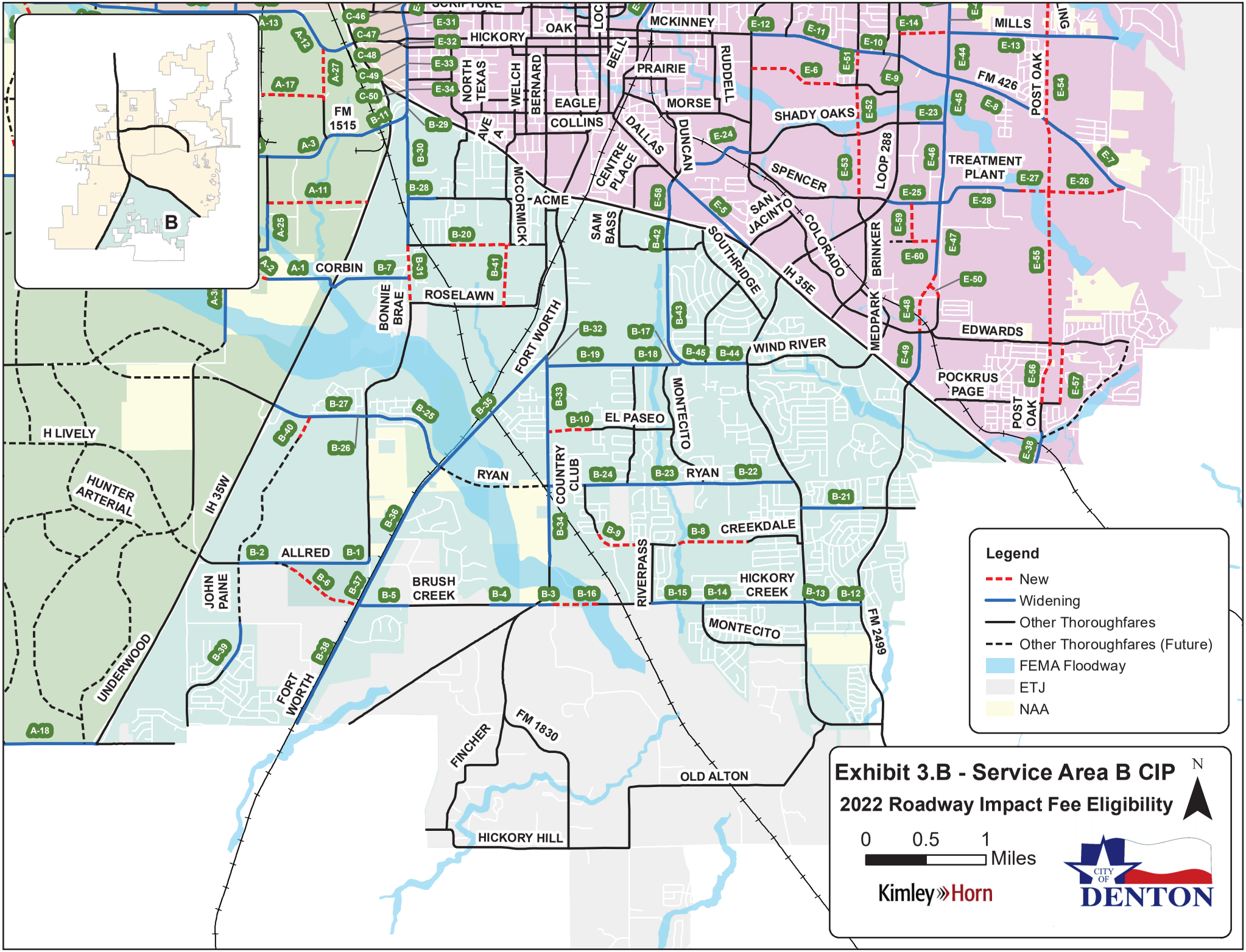
Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

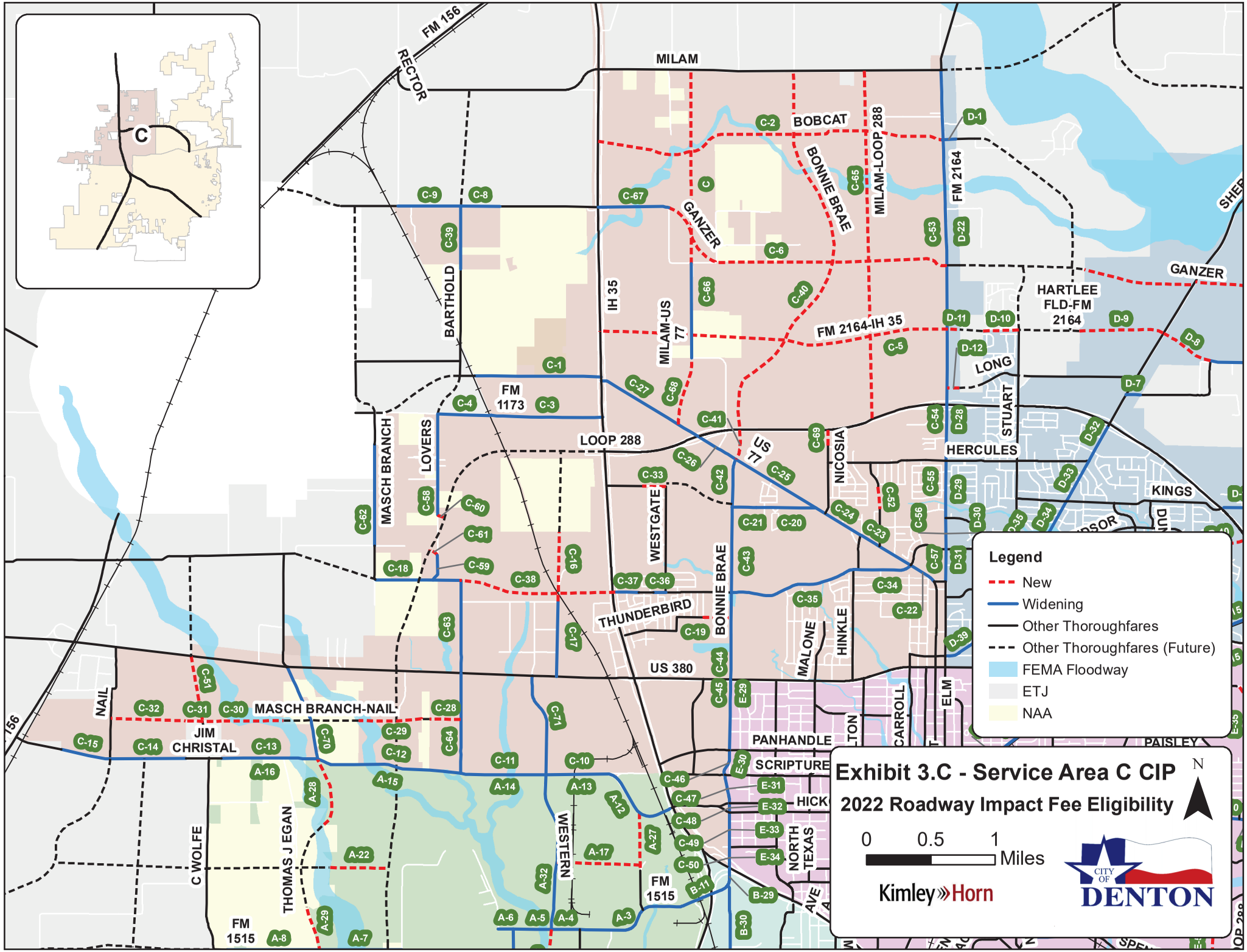
Table 2.E. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area E

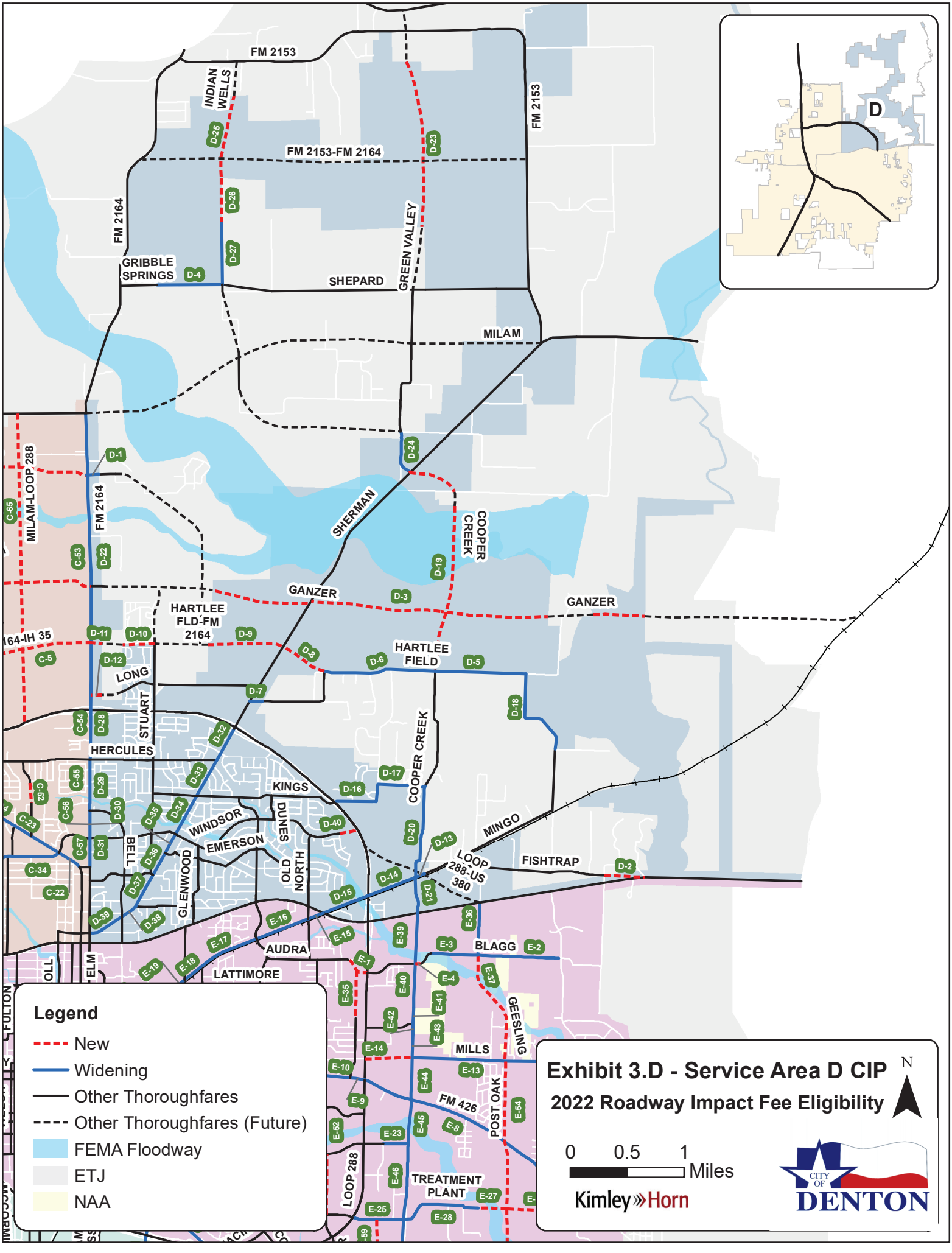
Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
E-1	C	AUDRA	LOOP 288 TO 1185' W OF LOOP 288	0.22	100%
E-2	SA	BLAGG	LAKEVIEW TO GEESLING	0.71	100%
E-3	SA	BLAGG	GEESLING TO 2175' W OF GEESLING	0.41	100%
E-4	SA	BLAGG	235' E OF MAYHILL TO MAYHILL	0.04	50%
E-5	PA (1/3)	DALLAS	TEASLEY TO IH 35E	0.87	100%
E-6	C	DUCHESS	TRAILHEAD TO WOODROW	0.76	100%
E-7	SA	FM 426	LANEY TO GRISSOM	0.57	100%
E-8	Completed	MCKINNEY	GRISSOM TO LOOP 288	1.65	100%
E-9	SA	MCKINNEY	LOOP 288 TO CARDINAL	0.13	100%
E-10	SA	MCKINNEY	CARDINAL TO MOCKINGBIRD	0.22	100%
E-11	SA	MCKINNEY	MOCKINGBIRD TO MACK	0.61	100%
E-12	SA	MCKINNEY	MACK TO AUDRA	0.29	100%
E-13	SA	MILLS	TRINITY TO MAYHILL	1.40	100%
E-14	SA	MILLS	LAKEVIEW TO MAYHILL	0.41	100%
E-15	SA	MINGO	US 380 TO OLD NORTH	0.14	100%
E-16	SA	MINGO	OLD NORTH TO NOTTINGHAM	0.48	100%
E-17	SA	MINGO	NOTTINGHAM TO PERTAIN	0.56	100%
E-18	SA	MINGO	PERTAIN TO RUDDELL	0.18	100%
E-19	SA	MINGO	RUDDELL TO WILLIS	0.11	100%
E-20	SA	MINGO	WILLIS TO WITHERS	0.44	100%
E-21	SA	MINGO	WITHERS TO PAISLEY	0.04	100%
E-22	SA	MINGO	PAISLEY TO BELL	0.19	100%
E-23	SA (1/2)	MORSE	MAYHILL TO KIMBERLY	0.22	100%
E-24	SA	SHADY OAKS	WOODROW TO TEASLEY	0.58	100%
E-25	SA	SPENCER	MAYHILL TO LOOP 288	0.44	100%
E-26	C	TREATMENT PLANT	MCKINNEY TO POST OAK	0.63	100%
E-27	SA	TREATMENT PLANT	POST OAK TO 1325' W OF POST OAK	0.25	100%
E-28	SA	TREATMENT PLANT	1325' W OF POST OAK TO MAYHILL	0.75	100%
C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%
C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%
C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%
C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%
C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%
C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%
E-35	C	CARDINAL	ORIOLE TO MCKINNEY	0.42	100%
E-36	PA	GEESLING	US 380 TO BLAGG	0.46	100%
E-37	PA	GEESLING	US 380 TO BLAGG	1.02	100%
E-38	PA (1/3)	LAKEVIEW	POST OAK TO SHADY SHORES	0.26	100%
E-39	PA (1/3)	MAYHILL	US 380 TO PROMINENCE	0.44	100%
E-40	PA (1/3)	MAYHILL	PROMINENCE TO 770' N OF RUSSELL NEWMAN	0.39	100%
E-41	PA (1/3)	MAYHILL	770' N OF RUSSELL NEWMAN TO RUSSELL NEWMAN	0.15	50%
E-42	PA (1/3)	MAYHILL	RUSSELL NEWMAN TO 460' S OF RUSSELL NEWMAN	0.09	50%
E-43	PA (1/3)	MAYHILL	460' S OF RUSSELL NEWMAN TO MILLS	0.20	100%
E-44	PA (1/3)	MAYHILL	MILLS TO MCKINNEY	0.37	100%
E-45	PA (1/3)	MAYHILL	MCKINNEY TO MORSE	0.39	100%
E-46	PA (1/3)	MAYHILL	MORSE TO SPENCER	0.67	100%
E-47	PA (1/3)	MAYHILL	SPENCER TO EDWARDS	0.60	100%
E-48	PA (1/3)	MAYHILL	2725' N OF COLORADO TO COLORADO	0.52	100%
E-49	PA (1/3)	MAYHILL	COLORADO TO IH 35E	0.44	100%
E-50	PA	MAYHILL CONNECTOR	MAYHILL TO QUAILCREEK	0.13	100%
E-51	C	MOCKINGBIRD	MCKINNEY TO 625' N OF DUCHESS	0.16	100%
E-52	SA	MOCKINGBIRD	DUCHESS TO SHADY OAKS	0.41	100%
E-53	SA	MOCKINGBIRD	SHADY OAKS TO SPENCER	0.53	100%
E-54	PA	POST OAK	MILLS TO SPENCER	1.30	100%
E-55	PA	POST OAK	TREATMENT PLANT TO EDWARDS	1.27	100%
E-56	PA	POST OAK	EDWARDS TO POCKRUS PAGE	0.51	100%
E-57	C	SWISHER	EDWARDS TO POCKRUS PAGE	0.50	100%
E-58	PA (1/3)	TEASLEY	DALLAS TO IH 35E	0.35	100%
E-59	C	N STAR	SPENCER TO ROY	0.32	100%
E-60	C	ROY	MAYHILL TO N STAR	0.21	100%

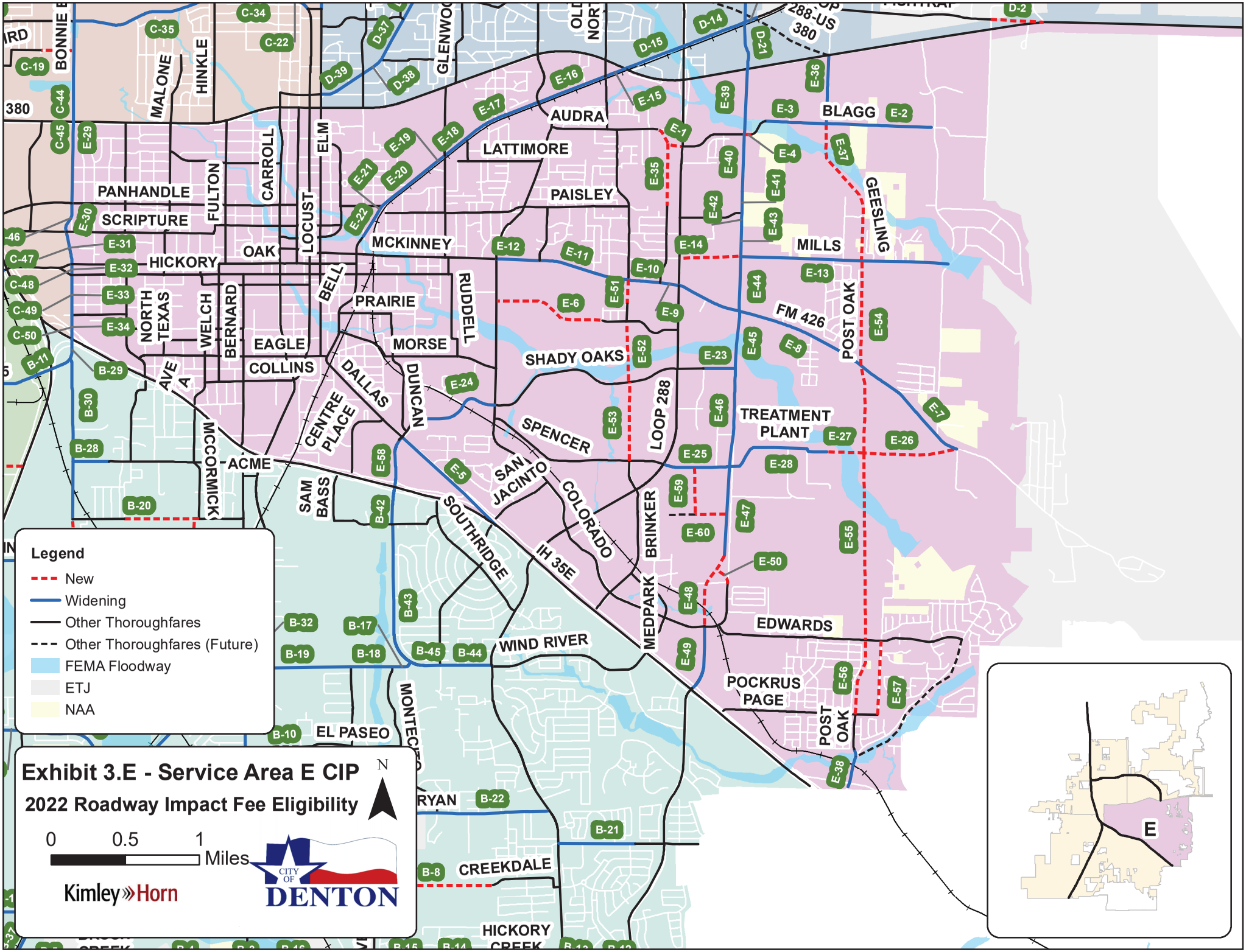
Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.


A
FM 156
JIM CHRISTAL
C WOLFE
THOMAS J EGAN
FM 1515
FM 1515-H LIVELY
AMYX
FM 2449
H LIVELY
HUNTER ARTERIAL
HUNTER COLLECTOR A
UNDERWOOD
ROBSON RANCH
IH 35W
JOHN PAINE
ALLRED
CORBIN
ROSELAWN
BONNIE BRAE
WESTERN
FORT WORTH
ACME
MCCORMICK
AVE A
NORTH TEXAS
WELCH
BERNARD
EAGLE
COLLINS
PANHANDLE
SCRIPTURE
HICKORY
OAK
FULTON
LOCUST
HICKORY HILL
Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
FEMA Floodway
ETJ
NAA
Exhibit 3.A - Service Area A CIP
2022 Roadway Impact Fee Eligibility
N
0
0.5
1
Miles
Kimley»Horn
CITY OF DENTON


B
Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
FEMA Floodway
ETJ
NAA
Exhibit 3.B - Service Area B CIP
2022 Roadway Impact Fee Eligibility
N
0
0.5
1
Miles
Kimley»Horn
CITY OF DENTON
MCKINNEY
HICKORY
OAK
PRAIRIE
EAGLE
MORSE
COLLINS
ACME
CORBIN
ROSELAWN
BONNIE BRAE
FORT WORTH
SAM BASS
CENTRE PLACE
DALLAS
DUNCAN
RUDDELL
SHADY OAKS
SPENCER
SAN JACINTO
COLORADO
SOUTHRIDGE
IH 35E
LOOP 288
BRINKER
MEDPARK
TREATMENT PLANT
FM 426
POST OAK
MILLS
EDWARDS
POCKRUS PAGE
WIND RIVER
EL PASEO
MONTECITO
COUNTRY CLUB
RYAN
CREEKDALE
HICKORY CREEK
RIVERPASS
ALLRED
BRUSH CREEK
JOHN PAINE
IH 35W
HUNTER ARTERIAL
H LIVELY
UNDERWOOD
FM 1515
FM 1830
FINCHER
OLD ALTON
HICKORY HILL
FM 2499
NORTH TEXAS
WELCH
BERNARD
BELL
LOC
MONTECITO


C
FM 156
RECTOR
MILAM
BOBCAT
C-2
D-1
BONNIE BRAE
MILAM-LOOP 288
FM 2164
C-65
C-67
C-9
C-8
C
GANZER
C-6
C-53
D-22
C-39
BARTHOLD
IH 35
MILAM-US 77
C-66
C-40
HARTLEE FLD-FM 2164
D-11
D-10
D-9
D-8
FM 2164-IH 35
C-5
D-12
LONG
D-7
C-1
C-27
C-68
FM 1173
C-4
C-3
C-41
STUART
C-54
D-28
D-32
LOVERS
MASCH BRANCH
LOOP 288
US 77
C-69
NICOSIA
HERCULES
C-26
C-25
C-33
C-42
C-55
D-29
D-33
KINGS
C-58
C-60
C-52
C-56
D-30
D-34
C-62
C-61
C-21
C-20
C-24
C-23
WESTGATE
C-18
C-59
C-16
C-43
C-57
D-31
C-38
C-37
C-36
BONNIE BRAE
C-34
C-35
C-22
THUNDERBIRD
C-19
C-63
C-17
HINKLE
MALONE
D-39
C-44
US 380
C-45
E-29
C-51
NAIL
C-32
C-31
C-30
MASCH BRANCH-NAIL
C-28
JIM CHRISTAL
C-29
C-70
C-64
C-15
C-14
C-13
C-12
C-11
C-10
C-71
PANHANDLE
SCRIPTURE
E-30
A-16
A-15
A-14
A-13
A-12
C-46
C-47
C-48
C-49
C-50
E-31
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E-33
E-34
NORTH TEXAS
A-28
C WOLFE
THOMAS J EGAN
A-22
WESTERN
A-17
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FM 1515
B-11
B-29
B-30
A-6
A-5
A-4
A-3
A-29
A-7
A-8
FM 1515
CARROLL
ELM
PAISLEY
Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
FEMA Floodway
ETJ
NAA
Exhibit 3.C - Service Area C CIP
2022 Roadway Impact Fee Eligibility
N
0
0.5
1
Miles
Kimley»Horn
CITY OF DENTON


FM 2153
INDIAN WELLS
FM 2153
FM 2153-FM 2164
FM 2164
GRIBBLE SPRINGS
SHEPARD
GREEN VALLEY
MILAM
MILAM-LOOP 288
FM 2164
SHERMAN
COOPER CREEK
GANZER
GANZER
HARTLEE FLD-FM 2164
164-IH 35
HARTLEE FIELD
LONG
STUART
HERCULES
COOPER CREEK
KINGS
WINDSOR
EMERSON
DUNES
OLD NORTH
BELL
GLENWOOD
MINGO
FISHTRAP
LOOP 288-US 380
AUDRA
BLAGG
LATTIMORE
GEESLING
MILLS
FM 426
POST OAK
LOOP 288
TREATMENT PLANT
FULTON
ELM
D
Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
FEMA Floodway
ETJ
NAA
Exhibit 3.D - Service Area D CIP
2022 Roadway Impact Fee Eligibility
N
0
0.5
1
Miles
Kimley»Horn
CITY OF DENTON


Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
FEMA Floodway
ETJ
NAA
Exhibit 3.E - Service Area E CIP
2022 Roadway Impact Fee Eligibility
N
0
0.5
1
Miles
Kimley»Horn
CITY OF DENTON
E
380
288-US
LOOP 288
IH 35E
FM 426
PANHANDLE
SCRIPTURE
HICKORY
OAK
MCKINNEY
PRAIRIE
EAGLE
COLLINS
MORSE
ACME
SHADY OAKS
SPENCER
TREATMENT PLANT
WIND RIVER
EDWARDS
POCKRUS PAGE
EL PASEO
CREEKDALE
HICKORY CREEK
AUDRA
LATTIMORE
PAISLEY
BLAGG
MILLS
GEESLING
POST OAK
MEDPARK
BRINKER
COLORADO
SAN JACINTO
SOUTHRIDGE
SAM BASS
DUNCAN
DALLAS
CENTRE PLACE
MCCORMICK
AVE A
NORTH TEXAS
WELCH
BERNARD
BELL
RUDDELL
LOCUST
ELM
CARROLL
FULTON
HINKLE
MALONE
BONNIE
GLENWOOD

IV. COMPUTATION METHOD FOR ROADWAY IMPACT FEES

A. Service Areas

The five (5) service areas used in the 2022 Roadway Impact Fee Study are shown in **Exhibit 1**. These service areas cover the entire corporate area of the City of Denton. Chapter 395 of the Texas Local Government Code specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles."

B. Service Units

The "service unit" is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used in the 2022 Roadway Impact Fee Study to quantify the supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Denton Mobility Plan (see **Appendix B**).

Total Vehicle-Miles of Demand: Based on the 10-year growth projections (Pg. 35). The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

The capacity values used in the 2022 Roadway Impact Fee Study are based upon Thoroughfare Capacity Criteria published by the North Central Texas Council of Governments (NCTCOG) and applied to City of Denton thoroughfare standards. **Tables 3A** and **3B** show the service volumes as a function of the facility classification and type.

Table 3A. Service Volumes for Proposed Facilities

(used in Appendix B – Roadway Impact Fee CIP Service Units of Supply)

Facility Classification	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
Primary Arterial (PA)	Divided	850
Secondary Arterial (SA)	Divided	750
Collector (C)	Undivided	550

Table 3B. Service Volumes for Existing Facilities

(used in Appendix C – Existing Roadway Facilities Inventory)

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
2U-R	Rural Cross-Section (i.e., gravel, dirt, etc.)	150
2U-H	Two lane undivided – Arterial Type	725
2-1W	Two lane – one way couplet	650
2U	Two lane undivided	425
3-1W	Three lane - one way couplet	700
3U	Three lane undivided (two-way, left-turn lane)	550
4U	Four lane undivided	550
4D	Four lane divided	750
6D	Six lane divided	850

C. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. Thus, it is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel. The cost per service unit is calculated for each service area based on the roadway projects within that service area.

The second component of the cost per service unit is the determination of the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period.

D. Roadway Impact Fee CIP Costing Methodology

All of the project costs for an arterial or collector facility which serves the overall transportation system are eligible to be included in the Roadway Impact Fee Capital Improvements Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "…including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the Roadway Impact Fee CIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The cost for location specific items such as bridges, highway ramps, drainage structures, and any other

special components are added to each project, as appropriate. The detailed costing components are provided in the costing sheets in **Appendix A**. The following is a detailed description of the costing methodology for the Roadway Impact Fee CIP.

1. Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies which Service Area the project is in with a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects. For example, Project A-10 is in Service Area A and is the 10th project on the list.
- Roadway Name – A unique identifier for each project. In some cases abbreviations are used for the project name. In cases where roadway names are unknown the connecting limits may be used such as FM 1515 – H Lively represents a roadway link that connects FM 1515 to H Lively.
- Limits – Represents the beginning and ending location for each project.
- Length (ft) – The distance measured in feet that is used to cost out the project.
- Roadway Classification – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable, based on the proposed Mobility Plan classification of the roadway. For example, PA stands for Primary Arterial. A PA Impact Fee Class means the entire roadway is to be constructed. Additional classifications are utilized in cases where a portion of the facility currently exists and the road is only to be widened. The following notations are used for these projects:
  - "(1/2)" for facilities where half the facility still needs to be constructed;
  - "(1/3)" for future six-lane principal arterials facilities where two additional median lanes are needed
  - "(2/3)" for future six-lane principal arterials facilities where four additional lanes are needed

2. Construction Cost

A typical roadway project consists of a number of costs, including the following: planning, survey, design engineering, permitting, right-of way acquisition, and construction and inspection. While the construction cost component of a project may actually consist of approximately 100 various pay items, a simplified approach was used for developing the conceptual level project costs. The pay items used to estimate construction costs are shown in **Table 4.**

Table 4. Construction Cost Pay Items

Pay Items
• Unclassified Street Earthwork • Lime Stabilization • Concrete pavement and curb • Sidewalk (and Trail when applicable) • Topsoil • Block Sodding • Turn lanes

3. Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include mobilization, traffic control, pavement markings and signage, roadway drainage, illumination, minor water and sewer adjustments, landscaping, irrigation and SWPPP. These allowance percentages are also based on historical data and are shown in the example project costing sheets in the **Appendix.**

In addition, allowances are provided for streams and channel crossings, railroad crossings, and intersection improvements where needs are anticipated. The construction cost subtotal is given a fifteen percent (15%) allowance for contingency and ROW costs, sixteen percent (16%) for engineering, surveying, and SUE, and three and a half percent (3.5%) of the construction cost total is added for inspection and materials testing. In addition, if City funds

were previously spent or are currently allocated to a project, those amounts are also included in the total cost.

The Impact Fee Project Cost Total is then the Construction Cost Total plus engineering, surveying, testing, and inspection; plus ROW/contingency.

E. Summary of Roadway Impact Fee CIP Costs

Tables 5.A – 5.E are the 10-Year Roadway Impact Fee CIP project lists for each service area with planning level project costs. Overall project costs can be seen in the summary tables in **Appendix A**, Conceptual Level Project Cost Projections. These costs are based on the example project costing sheets, also provided in **Appendix A**. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are recoverable through impact fees. Actual project costs are likely to change with time and are dependent on market and economic conditions that cannot be predicted.

The Roadway Impact Fee CIP establishes the list of projects for which Impact Fees may be utilized. Projects not included in the Roadway Impact Fee CIP are not eligible to receive impact fee funding. The cost projections utilized in this study should not be utilized for the City's construction CIP.

Table 5.A – 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections – Service Area A

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA A	A-1	SA	CORBIN	IH-35W TO CORBIN	0.58	100%	$ 10,164,000	$ 10,164,000
	A-2	SA	CORBIN	500' S OF SPRINGSIDE TO CORBIN	0.27	100%	$ 3,378,000	$ 3,378,000
	A-3	PA	FM 1515	IH 35W TO CORBIN	1.13	100%	$ 23,533,000	$ 23,533,000
	A-4	PA	FM 1515	CORBIN TO WESTERN	0.22	100%	$ 3,959,000	$ 3,959,000
	A-5	PA	FM 1515	WESTERN TO WESTCOURT	0.29	100%	$ 7,495,000	$ 7,495,000
	A-6	PA	FM 1515	WESTCOURT TO MASCH BRANCH	0.12	100%	$ 2,089,000	$ 2,089,000
	A-7	PA	FM 1515	TOM COLE TO 3435' W OF TOM COLE	0.65	100%	$ 13,827,000	$ 13,827,000
	A-8	PA	FM 1515	3435' W OF TOM COLE TO 530' E OF C WOLFE	0.71	100%	$ 13,132,000	$ 13,132,000
	A-9	PA	H LIVELY	C WOLFE TO 2145' W OF H LIVELY	0.41	50%	$ 7,226,000	$ 3,613,000
	A-10	PA	H LIVELY	2145' W OF H LIVELY TO 2150' W OF ED ROBSON	0.74	100%	$ 13,188,000	$ 13,188,000
	A-11	C	IH-35-CORBIN	IH-35 TO CORBIN	0.84	100%	$ 7,040,000	$ 7,040,000
	A-12	SA	JIM CHRISTAL	IH 35 TO OLD SH 24	0.59	100%	$ 10,332,000	$ 10,332,000
	A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%	$ 9,746,000	$ 4,873,000
	A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%	$ 11,964,000	$ 5,982,000
	A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%	$ 18,502,000	$ 9,251,000
	A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%	$ 12,707,000	$ 6,353,500
	A-17	C	PRECISION-WESTERN	PRECISION TO WESTERN	0.65	100%	$ 6,566,000	$ 6,566,000
	A-18	PA	ROBSON RANCH	IH 35W TO ED ROBSON	1.65	50%	$ 30,974,000	$ 15,487,000
	A-19	PA	ROBSON RANCH	ED ROBSON TO YARBROUGH	1.35	50%	$ 25,335,000	$ 12,667,500
	A-20	SA	SPRINGSIDE	CORBIN TO UNDERWOOD	0.35	100%	$ 6,141,000	$ 6,141,000
	A-21	SA	SPRINGSIDE	UNDERWOOD TO WESTCOURT	0.16	100%	$ 2,971,000	$ 2,971,000
	A-22	C	TJ EGAN-LOOP 288	LOOP 288 TO 2440' W OF LOOP 288	0.46	100%	$ 3,722,000	$ 3,722,000
	A-23	PA	C WOLFE	1140' S OF TOM COLE TO FM 2449	1.38	50%	$ 26,240,000	$ 13,120,000
	A-24	PA	C WOLFE	FM 2449 TO H LIVELY	0.63	50%	$ 12,018,000	$ 6,009,000
	A-25	C	CORBIN	IH-35-CORBIN TO SPRINGSIDE	0.39	100%	$ 3,667,000	$ 3,667,000
	A-26	C	J CHRISTAL-H LIVELY	FM 2449 TO H LIVELY	0.63	100%	$ 5,353,000	$ 5,353,000
	A-27	C	PRECISION	JIM CHRISTAL TO 1635' N OF FM 1515	0.45	100%	$ 3,694,000	$ 3,694,000
	A-28	SA	THOMAS J EGAN	JIM CHRISTAL TO 2915' S OF JIM CRISTAL	0.55	100%	$ 6,984,000	$ 6,984,000
	A-29	SA	THOMAS J EGAN	1830' N OF FM 1515 TO FM 1515	0.35	50%	$ 4,635,000	$ 2,317,500
	A-30	PA	UNDERWOOD	SPRINGSIDE TO UNDERWOOD CONNECTOR	0.76	100%	$ 15,229,000	$ 15,229,000
	A-31	SA (1/2)	WESTCOURT	FM 1515 TO SPRINGSIDE	0.79	100%	$ 5,343,000	$ 5,343,000
	A-32	PA (1/3)	WESTERN	JIM CHRISTAL TO AIRPORT	1.23	100%	$ 6,619,000	$ 6,619,000
	A-33	PA	WESTERN	FM 1515 TO SPRINGSIDE	0.79	100%	$ 14,102,000	$ 14,102,000
							Service Area Project Cost Subtotal	**$ 268,201,500**
							2022 Roadway Impact Fee Study Cost Per Service Area	**$ 37,660**
							Total Cost in SERVICE AREA A	**$ 268,239,160**

a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Denton.

b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Table 5.B – 10-Year 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections – Service Area B

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA B	B-1	C	ALLRED	BONNIE BRAE TO BRUSH CREEK	0.81	50%	$ 6,097,000	$ 3,048,500
	B-2	PA	ALLRED	BRUSH CREEK TO JOHN PAINE	0.30	50%	$ 5,424,000	$ 2,712,000
	B-3	PA	BRUSH CREEK	815' E OF COUNTRY CLUB TO COUNTRY CLUB	0.15	100%	$ 2,747,000	$ 2,747,000
	B-4	PA	BRUSH CREEK	COUNTRY CLUB TO 1935' W OF COUNTRY CLUB	0.37	100%	$ 6,769,000	$ 6,769,000
	B-5	PA	BRUSH CREEK	2180' E OF FORT WORTH TO FORT WORTH	0.41	100%	$ 7,344,000	$ 7,344,000
	B-6	PA	BRUSH CREEK	FORT WORTH TO 590' E OF ALLRED	0.68	100%	$ 10,698,000	$ 10,698,000
	B-7	SA	CORBIN	BONNIE BRAE TO IH-35W	0.66	100%	$ 10,760,000	$ 10,760,000
	B-8	C	CREEKDALE	PIMLICO TO RIVERCHASE	0.61	100%	$ 5,346,000	$ 5,346,000
	B-9	C	CREEKDALE	THISTLE WAY TO OAKBLUFF	0.39	100%	$ 3,461,000	$ 3,461,000
	B-10	C	EL PASEO	BELMONT TO COUNTRY CLUB	0.36	100%	$ 3,369,000	$ 3,369,000
	B-11	PA	FM 1515	BONNIE BRAE TO IH 35W	0.15	100%	$ 2,595,000	$ 2,595,000
	B-12	PA (1/3)	HICKORY CREEK	FM 2499 TO NAUTICA	0.22	100%	$ 1,605,000	$ 1,605,000
	B-13	PA (1/3)	HICKORY CREEK	NAUTICA TO TEASLEY	0.25	100%	$ 1,789,000	$ 1,789,000
	B-14	PA (1/3)	HICKORY CREEK	TEASLEY TO MONTECITO	0.85	100%	$ 8,638,000	$ 8,638,000
	B-15	PA (1/3)	HICKORY CREEK	MONTECITO TO 1435' W OF BIDDY BYE	0.42	50%	$ 4,006,000	$ 2,003,000
	B-16	PA	HICKORY CREEK	1435' W OF BIDDY BYE TO 815' E OF COUNTRY CLUB	0.38	100%	$ 7,612,000	$ 7,612,000
	B-17	SA	HOBSON LANE	TEASLEY TO MONTECITO	0.13	100%	$ 1,914,000	$ 1,914,000
	B-18	SA	HOBSON LANE	MONTECITO TO FORRESTRIDGE	0.28	100%	$ 5,710,000	$ 5,710,000
	B-19	SA	HOBSON LANE	FORRESTRIDGE TO COUNTRY CLUB	0.72	100%	$ 11,559,000	$ 11,559,000
	B-20	C	PARVIN	MCCORMICK TO HIGHLAND PARK	0.50	100%	$ 2,150,000	$ 2,150,000
	B-21	SA	ROBINSON	230' E OF WHEELER RIDGE TO TEASLEY	0.52	100%	$ 8,061,000	$ 8,061,000
	B-22	SA	RYAN	TEASLEY TO MONTECITO	0.76	100%	$ 11,980,000	$ 11,980,000
	B-23	SA	RYAN	MONTECITO TO FORRESTRIDGE	0.63	100%	$ 10,878,000	$ 10,878,000
	B-24	SA	RYAN	FORRESTRIDGE TO COUNTRY CLUB	0.66	100%	$ 10,824,000	$ 10,824,000
	B-25	PA (1/3)	VINTAGE	FORT WORTH TO BONNIE BRAE	0.87	100%	$ 11,721,000	$ 11,721,000
	B-26	PA (1/3)	VINTAGE	BONNIE BRAE TO NAPA VALLEY	0.14	100%	$ 1,665,000	$ 1,665,000
	B-27	PA (1/3)	VINTAGE	NAPA VALLEY TO IH 35W	0.65	100%	$ 7,975,000	$ 7,975,000
	B-28	C	WILLOWWOOD	1250' W OF HIGHLAND PARK TO BONNIE BRAE	0.24	100%	$ 2,079,000	$ 2,079,000
	B-29	SA	BONNIE BRAE	IH 35E TO FM 1515	0.14	100%	$ 1,285,000	$ 1,285,000
	B-30	SA	BONNIE BRAE	FM 1515 TO WILLOWWOOD	1.09	100%	$ 11,351,000	$ 11,351,000
	B-31	SA	BONNIE BRAE	HIGHLAND PARK TO ROSELAWN	0.48	50%	$ 4,521,000	$ 2,260,500
	B-32	SA	COUNTRY CLUB	FORT WORTH TO HOBSON	0.08	100%	$ 1,229,000	$ 1,229,000
	B-33	SA	COUNTRY CLUB	HOBSON TO RYAN	1.00	100%	$ 15,093,000	$ 15,093,000
	B-34	SA	COUNTRY CLUB	RYAN TO HICKORY CREEK	0.66	50%	$ 11,902,000	$ 5,951,000
	B-35	PA	FORT WORTH	COUNTRY CLUB TO VINTAGE	1.32	100%	$ 26,417,000	$ 26,417,000
	B-36	PA	FORT WORTH	VINTAGE TO BONNIE BRAE	1.07	100%	$ 19,299,000	$ 19,299,000
	B-37	PA	FORT WORTH	BONNIE BRAE TO BRUSH CREEK	0.24	100%	$ 4,811,000	$ 4,811,000
	B-38	PA	FORT WORTH	BRUSH CREEK TO CRAWFORD	1.11	100%	$ 20,190,000	$ 20,190,000
	B-39	Completed	JOHN PAINE	JOHNSON TO ATHENS	0.42	100%	$ 238,000	$ 238,000
	B-40	SA	JOHN PAINE	VINTAGE TO 1045' S OF VINTAGE	0.20	100%	$ 3,254,000	$ 3,254,000
	B-41	C	PARVIN-ROSELAWN	PARVIN TO ROSELAWN	0.52	100%	$ 3,878,000	$ 3,878,000
	B-42	PA (1/3)	TEASLEY	IH 35E TO LONDONDERRY	0.25	100%	$ 1,039,000	$ 1,039,000
	B-43	PA (1/3)	TEASLEY	LONDONDERRY TO HOBSON	0.97	100%	$ 4,558,000	$ 4,558,000
	B-44	PA (1/3)	TEASLEY	LILLIAN B MILLER TO PENNSYLVANIA	0.36	100%	$ 1,493,000	$ 1,493,000
	B-45	PA (1/3)	TEASLEY	PENNSYLVANIA TO HOBSON	0.21	100%	$ 857,000	$ 857,000
							Service Area Project Cost Subtotal	**$ 290,216,000**
							2022 Roadway Impact Fee Study Cost Per Service Area	**$ 37,660**
							Total Cost in SERVICE AREA B	**$ 290,253,660**

a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Denton.

b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Table 5.C – 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections – Service Area C

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA C	C-1	PA	BARTHOLD	MASCH BRANCH TO 5200' W OF IIH 35	0.98	50%	$ 17,750,000	$ 8,875,000
	C-2	SA	BOBCAT	FM 2164 TO IH-35	2.75	100%	$ 37,762,000	$ 37,762,000
	C-3	SA	FM 1173	IH 35 TO 4605' W OF IH 35	0.87	100%	$ 13,401,000	$ 13,401,000
	C-4	SA	FM 1173	4605' W OF IH 35 TO LOVERS	0.41	50%	$ 7,704,000	$ 3,852,000
	C-5	SA	FM 2164-IH 35	FM 2164 TO IH 35	2.73	100%	$ 37,057,000	$ 37,057,000
	C-6	PA	GANZER	FM 2164 TO GANZER	2.40	100%	$ 39,748,000	$ 39,748,000
	C-7	PA	GANZER	2900' E OF IH 35 TO IH 35	0.55	100%	$ 11,525,000	$ 11,525,000
	C-8	PA	GANZER	1620' E OF BARTHOLD TO BARTHOLD	0.31	50%	$ 5,708,000	$ 2,854,000
	C-9	PA	GANZER	BARTHOLD TO RECTOR	0.49	50%	$ 9,208,000	$ 4,604,000
	A-13,C-10	SA	JIM CHRISTAL	OLD SH 24 TO WESTERN	0.55	50%	$ 9,746,000	$ 4,873,000
	A-14,C-11	SA	JIM CHRISTAL	WESTERN TO MASCH BRANCH	0.66	50%	$ 11,964,000	$ 5,982,000
	A-15,C-12	SA	JIM CHRISTAL	MASCH BRANCH TO THOMAS J EGAN	1.13	50%	$ 18,502,000	$ 9,251,000
	A-16,C-13	SA	JIM CHRISTAL	THOMAS J EGAN TO 515' E OF C WOLFE	0.75	50%	$ 12,707,000	$ 6,353,500
	C-14	SA	JIM CHRISTAL	945' W OF C WOLFE TO NAIL	0.59	50%	$ 9,547,000	$ 4,773,500
	C-15	SA	JIM CHRISTAL	NAIL TO 2045' W of Nail	0.39	50%	$ 5,841,000	$ 2,920,500
	C-16	C	MARSHALL	2845' N OF HAMPTON TO HAMPTON	0.54	100%	$ 5,249,000	$ 5,249,000
	C-17	C	MARSHALL	HAMPTON TO US 380	0.59	100%	$ 4,397,000	$ 4,397,000
	C-18	SA	MASCH BRANCH	MASCH BRANCH TO DARBY SMITH	0.65	100%	$ 10,602,000	$ 10,602,000
	C-19	C	WESTWARD	NORTHWAY TO BONNIE BRAE	0.22	100%	$ 1,672,000	$ 1,672,000
	C-20	SA (1/2)	RINEY	US 77 TO 2460' W OF US 77	0.47	100%	$ 3,156,000	$ 3,156,000
	C-21	SA (1/2)	RINEY	2460' W OF US 77 TO BONNIE BRAE	0.19	100%	$ 1,258,000	$ 1,258,000
	C-22	PA (1/3)	US 77	WINDSOR TO FM 2164	0.22	100%	$ 1,432,000	$ 1,432,000
	C-23	PA (1/3)	US 77	RINEY TO WINDSOR	0.46	100%	$ 2,819,000	$ 2,819,000
	C-24	PA (1/3)	US 77	RINEY TO RINEY	0.40	100%	$ 2,075,000	$ 2,075,000
	C-25	PA (1/3)	US 77	BONNIE BRAE TO RINEY	0.75	100%	$ 3,126,000	$ 3,126,000
	C-26	PA (1/3)	US 77	LOOP 288 TO BONNIE BRAE	0.33	100%	$ 1,859,000	$ 1,859,000
	C-27	PA (1/3)	US 77	IH 35 TO LOOP 288	0.87	100%	$ 4,739,000	$ 4,739,000
	C-28	C	MASCH BRANCH-NAIL	MASCH BRANCH TO 1295' W OF MASCH BRANCH	0.25	100%	$ 2,094,000	$ 2,094,000
	C-29	C	MASCH BRANCH-NAIL	1050' E OF LOOP 288 TO 1550' W OF LOOP 288	0.49	100%	$ 4,450,000	$ 4,450,000
	C-30	C	MASCH BRANCH-NAIL	1335' W OF THOMAS J EGAN TO 775' E OF C WOLFE	0.48	100%	$ 4,379,000	$ 4,379,000
	C-31	C	MASCH BRANCH-NAIL	775' E OF C WOLFE TO 690' W OF C WOLFE	0.28	50%	$ 2,092,000	$ 1,046,000
	C-32	C	MASCH BRANCH-NAIL	690' W OF C WOLFE TO NAIL	0.58	100%	$ 4,376,000	$ 4,376,000
	C-33	SA	WESTGATE	WESTGATE TO 1460' E OF IH-35	0.18	100%	$ 2,336,000	$ 2,336,000
	C-34	SA	WINDSOR	US 77 TO HINKLE	0.46	100%	$ 6,912,000	$ 6,912,000
	C-35	SA (1/2)	WINDSOR	HINKLE TO BONNIE BRAE	0.99	100%	$ 6,972,000	$ 6,972,000
	C-36	SA (1/2)	WINDSOR	WESTGATE TO 145' W OF CLARENDON	0.10	100%	$ 649,000	$ 649,000
	C-37	SA (1/2)	WINDSOR	220' W OF WINDSOR FARMS TO IH 35	0.17	100%	$ 1,162,000	$ 1,162,000
	C-38	SA	WINDSOR	IH 35 TO MASCH BRANCH	1.24	100%	$ 17,606,000	$ 17,606,000
	C-39	SA	BARTHOLD	GANZER TO 2600' S OF GANZER	0.49	100%	$ 7,425,000	$ 7,425,000
	C-40	PA	BONNIE BRAE	MILAM TO LOOP 288	3.13	100%	$ 52,065,000	$ 52,065,000
	C-41	SA	BONNIE BRAE	LOOP 288 TO US 77	0.24	100%	$ 3,008,000	$ 3,008,000
	C-42	SA	BONNIE BRAE	US 77 TO RINEY	0.38	100%	$ 6,587,000	$ 6,587,000
	C-43	SA	BONNIE BRAE	RINEY TO WINDSOR	0.66	100%	$ 10,320,000	$ 10,320,000
	C-44	SA	BONNIE BRAE	WINDSOR TO US 380	0.68	100%	$ 11,981,000	$ 11,981,000
	C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%	$ 8,310,000	$ 4,155,000
	C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%	$ 3,056,000	$ 1,528,000
	C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%	$ 3,370,000	$ 1,685,000
	C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%	$ 1,087,000	$ 543,500
	C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%	$ 4,070,000	$ 2,035,000
	C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%	$ 2,457,000	$ 1,228,500
	C-51	PA	C WOLFE	US 380 TO WESTERN-NAIL	0.51	100%	$ 8,901,000	$ 8,901,000
	C-52	C	FALLMEADOW	MEADOWLEDGE TO GARDENVIEW	0.17	100%	$ 1,303,000	$ 1,303,000
	C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%	$ 49,925,000	$ 24,962,500
	C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%	$ 6,954,000	$ 3,477,000
	C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%	$ 7,433,000	$ 3,716,500
	C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%	$ 3,628,000	$ 1,814,000
	C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%	$ 3,841,000	$ 1,920,500
	C-58	SA	LOVERS	FM 1173 TO MASCH BRANCH	0.78	100%	$ 12,266,000	$ 12,266,000
	C-59	SA	LOVERS	1085' N OF MASCH BRANCH TO MASCH BRANCH	0.21	100%	$ 3,349,000	$ 3,349,000
	C-60	SA	LOVERS LN CONNECTOR	LOVERS TO LOOP 288	0.06	100%	$ 756,000	$ 756,000
	C-61	SA	LOVERS LN CONNECTOR	LOOP 288 TO 1085' N OF MASCH BRANCH	0.08	100%	$ 972,000	$ 972,000
	C-62	SA	MASCH BRANCH	1295' S OF FM 1173 TO JACKSON	0.79	50%	$ 11,908,000	$ 5,954,000
	C-63	SA	MASCH BRANCH	LOVERS TO US 380	0.72	100%	$ 11,352,000	$ 11,352,000
	C-64	SA	MASCH BRANCH	US 380 TO JIM CHRISTAL	0.78	100%	$ 12,137,000	$ 12,137,000
	C-65	SA	MILAM-LOOP 288	MILAM TO LOOP 288	2.71	100%	$ 36,182,000	$ 36,182,000
	C-66	SA	MILAM-US 77	MILAM TO GANZER	1.51	100%	$ 20,546,000	$ 20,546,000
	C-67	SA	MILAM-US 77	GANZER TO LONG	0.73	100%	$ 11,567,000	$ 11,567,000
	C-68	SA	MILAM-US 77	LONG TO US 77	0.53	100%	$ 7,359,000	$ 7,359,000
	C-69	C	NICOSIA	LOOP 288 TO BEALL	0.12	100%	$ 1,169,000	$ 1,169,000
	C-70	SA	THOMAS J EGAN	US 380 TO JIM CHRISTAL	0.76	100%	$ 12,353,000	$ 12,353,000
	C-71	PA	WESTERN	US 380 TO JIM CHRISTAL	0.80	100%	$ 14,699,000	$ 14,699,000
							Service Area Project Cost Subtotal	**$ 587,514,000**
							2022 Roadway Impact Fee Study Cost Per Service Area	**$ 37,660**
							Total Cost in SERVICE AREA C	**$ 587,551,660**

a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Denton.

b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Table 5.D – 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections – Service Area D

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA D	D-1	SA	BOBCAT	560' W OF FM 2164 TO FM 2164	0.11	50%	$ 1,601,000	$ 800,500
	D-2	C	FISHTRAP	MINGO TO GEESLING	0.36	50%	$ 2,939,000	$ 1,469,500
	D-3	PA	GANZER	15,500' E OF SHERMAN TO 4600' W OF SHERMAN	3.41	100%	$ 53,936,000	$ 53,936,000
	D-4	SA	GRIBBLE SPRINGS	INDIAN WELLS TO 3015' W OF INDIAN WELLS	0.57	50%	$ 8,861,000	$ 4,430,500
	D-5	SA	HARTLEE FIELD	4220' E OF COOPER CREEK TO COOPER CREEK	0.80	50%	$ 12,051,000	$ 6,025,500
	D-6	SA	HARTLEE FIELD	COOPER CREEK TO 5170' W OF COOPER CREEK	0.98	50%	$ 14,764,000	$ 7,382,000
	D-7	C	HARTLEE FIELD	600' E OF SHERMAN TO SHERMAN	0.11	50%	$ 855,000	$ 427,500
	D-8	SA	HARTLEE FLD-FM 2164	HARTLEE FIELD TO SHERMAN	0.43	100%	$ 5,392,000	$ 5,392,000
	D-9	SA	HARTLEE FLD-FM 2164	SHERMAN TO 3500' W OF SHERMAN	0.66	100%	$ 8,386,000	$ 8,386,000
	D-10	SA	HARTLEE FLD-FM 2164	STUART TO 1485' W OF STUART	0.28	50%	$ 3,809,000	$ 1,904,500
	D-11	SA	HARTLEE FLD-FM 2164	475' W OF FM 2164 TO FM 2164	0.09	100%	$ 1,139,000	$ 1,139,000
	D-12	C	LONG	510' W OF FM 2164 TO FM 2164	0.10	100%	$ 726,000	$ 726,000
	D-13	SA	MINGO	E CITY LIMITS TO COOPER CREEK	0.09	100%	$ 1,315,000	$ 1,315,000
	D-14	SA	MINGO	COOPER CREEK TO LOOP 288	0.44	100%	$ 6,583,000	$ 6,583,000
	D-15	SA	MINGO	LOOP 288 TO US 380	0.43	100%	$ 7,937,000	$ 7,937,000
	D-16	C	KINGS ROW	SILVER DOME TO LOOP 288	0.50	100%	$ 3,779,000	$ 3,779,000
	D-17	C	SILVER DOME	COOPER CREEK TO FARRIS RD	0.41	50%	$ 3,117,000	$ 1,558,500
	D-18	C	COLLINS	HARTLEE FIELD TO 2730' S OF HARTLEE FIELD	0.84	50%	$ 6,818,000	$ 3,409,000
	D-19	SA	COOPER CREEK	SHERMAN TO HARTLEE FIELD	1.91	100%	$ 25,554,000	$ 25,554,000
	D-20	SA	COOPER CREEK	SILVER DOME TO MINGO	0.83	50%	$ 12,452,000	$ 6,226,000
	D-21	PA	COOPER CREEK	MINGO TO US 380	0.32	100%	$ 7,361,000	$ 7,361,000
	C-53,D-22	PA	FM 2164	MILAM TO LOOP 288	2.62	50%	$ 49,925,000	$ 24,962,500
	D-23	PA	GREEN VALLEY	2395' S OF FM 2153 TO 2935' N OF SHEPARD	1.47	100%	$ 24,463,000	$ 24,463,000
	D-24	SA	GREEN VALLEY	WARSCHUN TO SHERMAN	0.40	100%	$ 6,234,000	$ 6,234,000
	D-25	SA	INDIAN WELLS	1615' S OF FM 2153 TO 4930' N OF GRIBBLE SPRINGS	0.73	100%	$ 10,021,000	$ 10,021,000
	D-26	SA	INDIAN WELLS	4930' N OF GRIBBLE SPRINGS TO 2905' N OF GRIBBLE SPRINGS	0.38	50%	$ 4,853,000	$ 2,426,500
	D-27	SA	INDIAN WELLS	2905' N OF GRIBBLE SPRINGS TO GRIBBLE SPRINGS	0.55	50%	$ 8,296,000	$ 4,148,000
	C-54,D-28	SA	LOCUST	LOOP 288 TO HERCULES	0.43	50%	$ 6,954,000	$ 3,477,000
	C-55,D-29	SA	LOCUST	HERCULES TO BELL	0.45	50%	$ 7,433,000	$ 3,716,500
	C-56,D-30	SA	LOCUST	BELL TO WINDSOR	0.24	50%	$ 3,628,000	$ 1,814,000
	C-57,D-31	SA	LOCUST	WINDSOR TO FM 2164	0.25	50%	$ 3,841,000	$ 1,920,500
	D-32	SA	SHERMAN	LOOP 288 TO HERCULES	0.31	100%	$ 4,713,000	$ 4,713,000
	D-33	SA	SHERMAN	HERCULES TO KINGS	0.36	100%	$ 5,455,000	$ 5,455,000
	D-34	SA	SHERMAN	KINGS TO WINDSOR	0.38	100%	$ 7,223,000	$ 7,223,000
	D-35	SA	SHERMAN	WINDSOR TO WILSONWOOD	0.19	100%	$ 2,856,000	$ 2,856,000
	D-36	SA	SHERMAN	WILSONWOOD TO CORONADO	0.22	100%	$ 3,328,000	$ 3,328,000
	D-37	SA	SHERMAN	CORONADO TO GREENWOOD	0.31	100%	$ 4,685,000	$ 4,685,000
	D-38	SA	SHERMAN	GREENWOOD TO BELL	0.16	100%	$ 2,357,000	$ 2,357,000
	D-39	SA	SHERMAN	BELL TO LOCUST	0.32	100%	$ 4,899,000	$ 4,899,000
	D-40	C	WINDSOR	LOOP 288 TO DOMINION	0.16	100%	$ 1,225,000	$ 1,225,000
							Service Area Project Cost Subtotal	**$ 275,665,500**
							2022 Roadway Impact Fee Study Cost Per Service Area	**$ 37,660**
							Total Cost in SERVICE AREA D	**$ 275,703,160**

a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Denton.

b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Table 5.E – 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections – Service Area E

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
SA E	E-1	C	AUDRA	LOOP 288 TO 1185' W OF LOOP 288	0.22	100%	$ 1,687,000	$ 1,687,000
	E-2	SA	BLAGG	LAKEVIEW TO GEESLING	0.71	100%	$ 11,181,000	$ 11,181,000
	E-3	SA	BLAGG	GEESLING TO 2175' W OF GEESLING	0.41	100%	$ 7,651,000	$ 7,651,000
	E-4	SA	BLAGG	235' E OF MAYHILL TO MAYHILL	0.04	50%	$ 563,000	$ 281,500
	E-5	PA (1/3)	DALLAS	TEASLEY TO IH 35E	0.87	100%	$ 3,624,000	$ 3,624,000
	E-6	C	DUCHESS	TRAILHEAD TO WOODROW	0.76	100%	$ 5,949,000	$ 5,949,000
	E-7	SA	FM 426	LANEY TO GRISSOM	0.57	100%	$ 9,953,000	$ 9,953,000
	E-8	Completed	MCKINNEY	GRISSOM TO LOOP 288	1.65	100%	$ 1,551,000	$ 1,551,000
	E-9	SA	MCKINNEY	LOOP 288 TO CARDINAL	0.13	100%	$ 1,914,000	$ 1,914,000
	E-10	SA	MCKINNEY	CARDINAL TO MOCKINGBIRD	0.22	100%	$ 3,270,000	$ 3,270,000
	E-11	SA	MCKINNEY	MOCKINGBIRD TO MACK	0.61	100%	$ 9,268,000	$ 9,268,000
	E-12	SA	MCKINNEY	MACK TO AUDRA	0.29	100%	$ 4,399,000	$ 4,399,000
	E-13	SA	MILLS	TRINITY TO MAYHILL	1.40	100%	$ 23,115,000	$ 23,115,000
	E-14	SA	MILLS	LAKEVIEW TO MAYHILL	0.41	100%	$ 5,235,000	$ 5,235,000
	E-15	SA	MINGO	US 380 TO OLD NORTH	0.14	100%	$ 2,172,000	$ 2,172,000
	E-16	SA	MINGO	OLD NORTH TO NOTTINGHAM	0.48	100%	$ 7,268,000	$ 7,268,000
	E-17	SA	MINGO	NOTTINGHAM TO PERTAIN	0.56	100%	$ 8,381,000	$ 8,381,000
	E-18	SA	MINGO	PERTAIN TO RUDDELL	0.18	100%	$ 2,700,000	$ 2,700,000
	E-19	SA	MINGO	RUDDELL TO WILLIS	0.11	100%	$ 1,714,000	$ 1,714,000
	E-20	SA	MINGO	WILLIS TO WITHERS	0.44	100%	$ 6,583,000	$ 6,583,000
	E-21	SA	MINGO	WITHERS TO PAISLEY	0.04	100%	$ 671,000	$ 671,000
	E-22	SA	MINGO	PAISLEY TO BELL	0.19	100%	$ 2,813,000	$ 2,813,000
	E-23	SA (1/2)	MORSE	MAYHILL TO KIMBERLY	0.22	100%	$ 1,969,000	$ 1,969,000
	E-24	SA	SHADY OAKS	WOODROW TO TEASLEY	0.58	100%	$ 9,967,000	$ 9,967,000
	E-25	SA	SPENCER	MAYHILL TO LOOP 288	0.44	100%	$ 6,862,000	$ 6,862,000
	E-26	C	TREATMENT PLANT	MCKINNEY TO POST OAK	0.63	100%	$ 4,731,000	$ 4,731,000
	E-27	SA	TREATMENT PLANT	POST OAK TO 1325' W OF POST OAK	0.25	100%	$ 5,015,000	$ 5,015,000
	E-28	SA	TREATMENT PLANT	1325' W OF POST OAK TO MAYHILL	0.75	100%	$ 11,310,000	$ 11,310,000
	C-45,E-29	SA	BONNIE BRAE	US 380 TO PANHANDLE	0.55	50%	$ 8,310,000	$ 4,155,000
	C-46,E-30	SA	BONNIE BRAE	PANHANDLE TO SCRIPTURE	0.20	50%	$ 3,056,000	$ 1,528,000
	C-47,E-31	SA	BONNIE BRAE	SCRIPTURE TO OAK	0.22	50%	$ 3,370,000	$ 1,685,000
	C-48,E-32	SA	BONNIE BRAE	OAK TO HICKORY	0.07	50%	$ 1,087,000	$ 543,500
	C-49,E-33	SA	BONNIE BRAE	HICKORY TO PRAIRIE	0.27	50%	$ 4,070,000	$ 2,035,000
	C-50,E-34	SA	BONNIE BRAE	PRAIRIE TO IH 35E	0.16	50%	$ 2,457,000	$ 1,228,500
	E-35	C	CARDINAL	ORIOLE TO MCKINNEY	0.42	100%	$ 3,167,000	$ 3,167,000
	E-36	PA	GEESLING	US 380 TO BLAGG	0.46	100%	$ 8,237,000	$ 8,237,000
	E-37	PA	GEESLING	US 380 TO BLAGG	1.02	100%	$ 18,210,000	$ 18,210,000
	E-38	PA (1/3)	LAKEVIEW	POST OAK TO SHADY SHORES	0.26	100%	$ 2,294,000	$ 2,294,000
	E-39	PA (1/3)	MAYHILL	US 380 TO PROMINENCE	0.44	100%	$ 2,467,000	$ 2,467,000
	E-40	PA (1/3)	MAYHILL	PROMINENCE TO 770' N OF RUSSELL NEWMAN	0.39	100%	$ 2,155,000	$ 2,155,000
	E-41	PA (1/3)	MAYHILL	770' N OF RUSSELL NEWMAN TO RUSSELL NEWMAN	0.15	50%	$ 819,000	$ 409,500
	E-42	PA (1/3)	MAYHILL	RUSSELL NEWMAN TO 460' S OF RUSSELL NEWMAN	0.09	50%	$ 487,000	$ 243,500
	E-43	PA (1/3)	MAYHILL	460' S OF RUSSELL NEWMAN TO MILLS	0.20	100%	$ 1,142,000	$ 1,142,000
	E-44	PA (1/3)	MAYHILL	MILLS TO MCKINNEY	0.37	100%	$ 2,066,000	$ 2,066,000
	E-45	PA (1/3)	MAYHILL	MCKINNEY TO MORSE	0.39	100%	$ 2,161,000	$ 2,161,000
	E-46	PA (1/3)	MAYHILL	MORSE TO SPENCER	0.67	100%	$ 3,717,000	$ 3,717,000
	E-47	PA (1/3)	MAYHILL	SPENCER TO EDWARDS	0.60	100%	$ 3,864,000	$ 3,864,000
	E-48	PA (1/3)	MAYHILL	2725' N OF COLORADO TO COLORADO	0.52	100%	$ 4,477,000	$ 4,477,000
	E-49	PA (1/3)	MAYHILL	COLORADO TO IH 35E	0.44	100%	$ 1,840,000	$ 1,840,000
	E-50	PA	MAYHILL CONNECTOR	MAYHILL TO QUAILCREEK	0.13	100%	$ 2,071,000	$ 2,071,000
	E-51	C	MOCKINGBIRD	MCKINNEY TO 625' N OF DUCHESS	0.16	100%	$ 1,217,000	$ 1,217,000
	E-52	SA	MOCKINGBIRD	DUCHESS TO SHADY OAKS	0.41	100%	$ 7,039,000	$ 7,039,000
	E-53	SA	MOCKINGBIRD	SHADY OAKS TO SPENCER	0.53	100%	$ 6,721,000	$ 6,721,000
	E-54	PA	POST OAK	MILLS TO SPENCER	1.30	100%	$ 20,228,000	$ 20,228,000
	E-55	PA	POST OAK	TREATMENT PLANT TO EDWARDS	1.27	100%	$ 21,525,000	$ 21,525,000
	E-56	PA	POST OAK	EDWARDS TO POCKRUS PAGE	0.51	100%	$ 8,015,000	$ 8,015,000
	E-57	C	SWISHER	EDWARDS TO POCKRUS PAGE	0.50	100%	$ 3,750,000	$ 3,750,000
	E-58	PA (1/3)	TEASLEY	DALLAS TO IH 35E	0.35	100%	$ 2,077,000	$ 2,077,000
	E-59	C	N STAR	SPENCER TO ROY	0.32	100%	$ 2,427,000	$ 2,427,000
	E-60	C	ROY	MAYHILL TO N STAR	0.21	100%	$ 1,594,000	$ 1,594,000
							Service Area Project Cost Subtotal	**$ 305,523,500**
							2022 Roadway Impact Fee Study Cost Per Service Area	**$ 37,660**
							Total Cost in SERVICE AREA E	**$ 305,561,160**

a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Denton.

b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

F. Service Unit Calculation

The basic service unit for the computation of Denton's Roadway Impact Fees is the vehicle-mile of travel during the afternoon peak-hour (as explained on Pg. 20). To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2022 to 2032 is based upon projected changes in residential units and employment for the period. In order to determine this growth, estimates of residential units, basic employment, service employment, and retail employment for 2022 were made, along with growth projections for each of these demographic statistics through 2032. The Land Use Assumptions section of this report details the growth estimates used for impact fee determination.

For the purposes of impact fees, all developed and developable land is categorized as either residential or employment. For residential land uses, the existing and projected number of dwelling units are estimated. The number of dwelling units in each service area is multiplied by a *transportation demand factor* (discussed in more detail below) to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor indicates the average amount of demand created by the residential land uses in the service area.

For employment land uses, the process is similar. The Land Use Assumptions section of this report provides existing and projected number of building square footages for three (3) categories of employment – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. This characteristic is more appropriate than the number of employees, because building square footage is tied more closely to trip generation and is known at the time of application for any development that would require the assessment of an impact fee.

The existing and projected land use assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a *transportation demand factor* is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The *transportation demand factors* are aggregate rates derived from two sources – the *ITE Trip Generation Manual, 11th Edition* and the National Household Travel Survey performed by the FHWA. The *ITE Trip Generation Manual, 11th Edition* provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. For example, a stop at a nearby supermarket on the way home from work does not create a new trip onto the roadway network. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail trip generation rates to avoid double counting trips.

The next component of the *transportation demand factor* accounts for the length of each trip. The average trip length for each category is based on the National Household Travel Survey conducted by the Federal Highway Administration (FHWA).

The computation of the *transportation demand factor* is based on the following equation:

$$TDF = T * (1 - P_b) * L_{\max}$$

$$\text{where...}\ L_{\max} = \min(L * OD \ \text{ or } 6)$$

Variables:

TDF = Transportation Demand Factor,
T = Trip Rate (peak hour trips / unit),
P_b = Pass-By Discount (% of trips),
L_{max} = Maximum Trip Length (miles),
L = Average Trip Length (miles), and
OD = Origin-Destination Reduction (50%)

The maximum trip length was limited to six (6) miles based on the maximum trip length within each service area. Chapter 395 of the Texas Local Government Code allows for a service area of six (6) miles, and the service areas within Denton are closely approximated with a six (6) mile distance.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Denton to both residential and non-residential land uses. To avoid counting these trips twice as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use, and the total trip is only counted once. This methodology is consistent with that used in the National Household Travel Survey.

Table 6 shows the derivation of the *Transportation Demand Factor* for the residential land uses and the three (3) non-residential land use categories. The values utilized for all variables shown in the *transportation demand factor* equation are also shown in the table.

Table 6. Transportation Demand Factor Calculations

Variable	Single Family	Multi-Family	Basic	Service	Retail
T	0.94	0.51	0.65	1.44	5.19
P_b	0%	0%	0%	0%	34%
L	9.79	9.79	10.02	14.65	5.60
L_{max} *	4.90	4.90	5.01	6.00	2.80
TDF	**4.61**	**2.50**	**3.26**	**8.64**	**9.60**

* L_{max} is less than 6 miles for residential and retail land uses; therefore this lower trip length is used for calculating the TDF for these land uses.

Variables:

TDF = Transportation Demand Factor,
T = Trip Rate (peak hour trips / unit),
P_b = Pass-By Discount (% of trips),
L_{max} = Maximum Trip Length (miles),
L = Average Trip Length (miles), and
OD = Origin-Destination Reduction (50%)

The application of the demographic projections and the *transportation demand factors* are presented in the 10-Year Growth Projections in **Table 7**. This table shows the total vehicle-miles by service area for the years 2022 and 2032. These estimates and projections lead to the Vehicle-Miles of Travel for both 2022 and 2032.

Table 7. 10-Year Growth Projections

2022 - 2032 Growth Projections[1]

SERVICE AREA	RESIDENTIAL VEHICLE-MILES						EMPLOYMENT SQUARE FEET[4]			TRANS. DEMAND FACTOR[5]			EMPLOYMENT VEHICLE-MILES[9]				TOTAL VEHICLE MILES[10]
	Single Family Units	Trip Rate TDF[2]	VEHICLE MILES[3]	Multi-Family Units	Trip Rate TDF[2]	VEHICLE MILES[3]	BASIC	SERVICE	RETAIL	BASIC[6]	SERVICE[7]	RETAIL[8]	BASIC	SERVICE	RETAIL	TOTAL	
		0.94			*0.51*					*0.65*	*1.44*	*5.19*					
A	3,212		14,807	970		2,425	2,843,000	591,000	871,000				9,268	5,106	8,362	22,736	39,968
B	2,009		9,261	387		968	415,000	238,000	285,000				1,353	2,056	2,736	6,145	16,374
C	1,538	4.61	7,090	1,015	2.50	2,538	3,518,000	689,000	446,000	3.26	8.64	9.60	11,469	5,953	4,282	21,704	31,332
D	847		3,905	215		538	815,000	206,000	287,000				2,657	1,780	2,755	7,192	11,634
E	1,219		5,620	1,291		3,228	1,831,000	519,000	505,000				5,969	4,484	4,848	15,301	24,148
Totals	**8,825**		**40,683**	**3,878**		**9,695**	**9,422,000**	**2,243,000**	**2,394,000**				**30,716**	**19,379**	**22,983**	**73,078**	**123,456**

VEHICLE-MILES OF INCREASE (2022 - 2032)

SERVICE AREA	VEH-MILES
A	39,968
B	16,374
C	31,332
D	11,634
E	24,148

Notes:

[1] From *City of Denton 2022 Land Use Assumptions for Roadway Impact Fees*

[2] Transportation Demand Factor for each Service Area (from LUVMET) using Single Family Detached Housing land use and *trip generation rate*

[3] Calculated by multiplying TDF by the number of dwelling units

[4] From *City of Denton 2022 Land Use Assumptions for Roadway Impact Fees*

[5] *Trip generation rate* and Transportation Demand Factors from LUVMET for each land use

[6] 'Basic' corresponds to General Light Industrial land use and *trip generation rate*

[7] 'Service' corresponds to General Office land use and *trip generation rate*

[8] 'Retail' corresponds to Shopping Plaza (40-150k) land use and *trip generation rate*

[9] Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use

[10] Residential plus Employment vehicle-mile totals for each Service Area

V. ROADWAY IMPACT FEE CALCULATION

A. Maximum Assessable Impact Fee Per Service Unit

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Roadway Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 8** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation. The calculation of the maximum assessable impact fee is shown in **Table 9**. Each row in the table is numbered to simplify explanation of the calculation.

Table 8. Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	*Total Vehicle-Miles of Capacity Added by the Roadway Impact Fee CIP*	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from **Appendix B** – CIP Units of Supply)

Each project identified in the CIP will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	*Total Vehicle-Miles of Existing Demand*	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from **Appendix B** – CIP Units of Supply)

A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	*Total Vehicle-Miles of Existing Deficiencies*	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from **Appendix C** – Existing Roadway Facilities Inventory)

In order to ensure that existing deficiencies on the City's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Roadway Impact Fee CIP – will have these additional trips removed from the calculation.

4	*Net Amount of Vehicle-Miles of Capacity Added*	A measurement of the amount of vehicle-miles added by the Roadway Impact Fee CIP that will not be utilized by existing demand **(Line 1 – Line 2 – Line 3)**

This calculation identifies the portion of the Roadway Impact Fee CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	*Total Cost of the Roadway Impact Fee CIP within the Service Area*	The total cost of the projects within each service area (from **Table 5**: 10-Year Roadway Impact Fee Capital Improvements Plan with Conceptual Level Cost Opinions)

This line simply identifies the total cost of all of the projects identified in each service area.

6	*Cost of Net Capacity Supplied*	The total Roadway Impact Fee CIP cost (**Line 5**) prorated by the ratio of Net Capacity Added (**Line 4**) to Total Capacity Added (**Line 1**). **[(Line 4 / Line 1) * (Line 5)]**

Using the ratio of vehicle-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	*Cost to Meet Existing Needs and Usage*	The difference between the Total Cost of the Roadway Impact Fee CIP (**Line 5**) and the Cost of the Net Capacity supplied (**Line 6**). **(Line 5 – Line 6)**

This line is provided for information purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

8	*Total Vehicle-Miles of New Demand over Ten Years*	Based upon the growth projection provided in the **Land Use Assumptions**, an estimate of the number of new vehicle-miles within the service area over the next ten years. (from **Table 7**)

This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	*Percent of Capacity Added Attributable to New Growth*	The result of dividing Total Vehicle-Miles of New Demand (**Line 8**) by the Net Amount of Capacity Added (**Line 4**), limited to 100% (**Line 10**). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	*Chapter 395 Check*	

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

11	*Cost of Roadway Impact Fee CIP Attributable to New Growth*	The result of multiplying the Cost of Net Capacity Added (**Line 6**) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (**Line 9**).

This value is the total Roadway Impact Fee CIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

B. Plan for Financing and the Ad Valorem Tax Credit

Chapter 395 of the Texas Local Government Code requires the Roadway Impact Fee Capital Improvements Plan for Roadway Impact Fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

> (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
>
> (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan…"

The plan is summarized, as prepared by NewGen Strategies in **Appendix D** and **Appendix E**, Plan for Awarding the Transportation Impact Fee Credit. The following table summarizes the portions of **Table 8** that utilize this credit calculation.

Line	Title	Description
12	*Financing Costs*	(from **Appendix D** – Plan for Awarding the Transportation Impact Fee Credit)
13	*Interest Earnings*	(from **Appendix D** – Plan for Awarding the Transportation Impact Fee Credit)
14	*Existing Impact Fee Fund Balance*	(from **Appendix D** – Plan for Awarding the Transportation Impact Fee Credit)
15	*Cost of the Roadway Impact Fee CIP and Financing Attributable to New Growth*	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, and Interest Earnings. (**Line 11 + Line 12 + Line 13 – Line 14**)
16	*Pre-Credit Maximum Fee Per Service Unit*	Found by dividing the Cost of the TIP and Financing Attributable to New Growth (**Line 15**) by the Total Vehicle-Miles of New Demand Over Ten Years (**Line 8**). (**Line 15 / Line 8**)
17	*Credit for Ad Valorem Taxes*	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from **Appendix D** – Plan for Awarding the Transportation Impact Fee Credit)
18	*Recoverable Cost of the Roadway Impact Fee CIP and Financing*	The difference between the Cost of the TIP and Financing Attributable to New Growth (**Line 15**) and the Credit for Ad Valorem Taxes (**Line 17**). (**Line 15 + Line 17**)
19	*Maximum Assessable Fee Per Service Unit*	Found by dividing the Recoverable Cost of the TIP and Financing (**Line 18**) by the Total Vehicle-Miles of New Demand Over Ten Years (**Line 8**). (**Line 18 / Line 8**)

C. Maximum Assessable Impact Fee Determination

The impact fee determination method employed by NewGen Strategies and Solutions, LLC is developed through a financial based model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes. In developing the components of the financial model several assumptions must be made, including the following:

- Financing
  - Method of financing (i.e. cash or debt financing)
  - The level of financing (e.g. 80% debt / 20% cash)
  - Cost of financing
  - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth
- Portion of Ad Valorem Tax Revenue Used to Fund Impact Fee Transportation Improvements

The assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting, however, it must be emphasized that these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Capital Improvements Advisory Committee (CIAC) and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program.

Once the cost of capacity added that is attributable to growth (**Table 8 -** line 11) is determined, it must then be decided how the cost will be financed: cash and/or debt. For any previously funded projects, whether partially funded or in full, actual costs of capital have been included. Based on discussions with City staff, it is assumed that the City will debt finance 80% of the future project costs and cash finance 20%. For debt financing, the cost of financing is based on the City staff's estimates of future debt costs for bonds issued with 20-

year terms, as shown in **Appendix D**. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

Currently, the exact timing and annual level of capital expenditures over the 10-year forecast is indeterminate; therefore, it is assumed that capital expenditures will occur in equal amounts over the 10-year program period. It is also assumed that for debt financed capital projects, the City will expend debt proceeds over a 3-year timeframe. For the calculation of the maximum assessable impact fee, debt is assumed to be issued in equal amounts for each year. Because of the 10-year forecast limitation, and in order to recognize the full amount of debt to be issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of years 8, 9, and 10 are assumed to be spent in the final 3 years.

Because debt is issued over 20-year terms and impact fees developed herein are to be charged over a10-year period, sufficient fund balance must be generated to meet the future debt service obligations. Because of the generation of the fund balance, excess monies will be available for interest earnings. Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. Therefore, in order to recognize that interest earnings are used to fund transportation improvements, interest earnings are credited against the costs recoverable through impact fees. It should be noted that Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination; however, in an effort to acknowledge the time value of the impact fee payers' monies, interest earnings have been credited. Interest is assumed to be earned at an annual rate of 2.00% based on discussions with City staff.

As with the timing and level of the capital expenditures over the 10-year forecast, the timing and annual level of service unit growth over the 10-year program period is indeterminate at the present time. As such, it is assumed that service unit growth will be consistent over the 10-year forecast.

Chapter 395 requires a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the Roadway Impact Fee CIP. As an alternative, a credit equal to 50% of the total cost of implementing the Roadway Impact Fee CIP may be used. The City has elected to pursue the determination of a credit for the portion of ad valorem tax revenues generated by new service units during the program

period that are used for payment of improvements that are included in the Roadway Impact Fee CIP. It should be noted that the credit is not a determination to recognize the total ad valorem tax revenue generated by new service units, but is only a credit for the portion of ad valorem tax revenue that is used for payment of improvements that are included in the Roadway Impact Fee CIP. Theoretically, the credit determination could be zero (0) if the City does not utilize any of the new service unit ad valorem tax revenue to fund improvements that are included in the Roadway Impact Fee CIP. However, to be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the cash funded projects (50% of the improvement costs included in the Roadway Impact Fee CIP) could potentially be funded by ad valorem tax revenue.

Since payments made through ad valorem tax revenue will consist of not only the revenue generated by new service units in the defined service area, but also existing property owners throughout the City, the portion attributable to the new service units in the defined service area must be isolated, as illustrated in the credit calculation in **Appendix D**.

The following summarizes the financial model's determination of the maximum assessable impact fee:

- Recoverable Impact Fee Transportation Improvements Costs (**Table 8,** line 11)
- Plus: Financing Costs (**Table 8,** line 12)
- Less: Interest Earnings (**Table 8,** line 13)
- Pre-Credit Recoverable Costs for Impact Fee (**Table 8,** line 15)
- Less: Credit for Ad Valorem Revenues (**Table 8,** line 17)
- Maximum Recoverable Costs for Impact Fee (**Table 8,** line 18)

Table 9. Maximum Assessable Roadway Impact Fee

	SERVICE AREA:	A	B	C	D	E
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE ROADWAY IMPACT FEE CIP (FROM ROADWAY IMPACT FEE CIP SERVICE UNITS OF SUPPLY, **APPENDIX B**)[a]	120,658	89,974	145,092	61,918	92,971
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM ROADWAY IMPACT FEE CIP SERVICE UNITS OF SUPPLY, **APPENDIX B**)	8,471	29,557	11,526	11,586	23,997
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING ROADWAY FACILITIES INVENTORY, **APPENDIX C**)	1,348	22,182	2,406	8,418	7,367
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	110,839	38,235	131,160	41,914	61,607
5	TOTAL COST OF THE ROADWAY IMPACT FEE CIP AND STUDY WITHIN SERVICE AREA (FROM **TABLES 5A TO 5E**)	$ 268,239,160	$ 290,253,660	$ 587,551,660	$ 275,703,160	$ 305,561,160
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	$ 246,410,186	$ 123,345,063	$ 531,133,872	$ 186,631,064	$ 202,479,336
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	$ 21,828,974	$ 166,908,597	$ 56,417,788	$ 89,072,096	$ 103,081,824
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM **TABLE 7** AND **LAND USE ASSUMPTIONS**)	39,968	16,374	31,332	11,634	24,148
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	36.0%	42.8%	23.8%	27.7%	39.1%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	36.0%	42.8%	23.8%	27.7%	39.1%
11	COST OF ROADWAY IMPACT FEE CIP ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	$ 88,707,667	$ 52,791,687	$ 126,409,862	$ 51,696,805	$79,169,420
12	FINANCING COSTS (FROM **APPENDIX D**)	$ 43,092,001	$ 24,683,794	$ 61,414,578	$ 25,105,399	$ 38,714,769
13	INTEREST EARNINGS (FROM **APPENDIX D**)	$ (21,126,791)	$ (12,622,463)	$ (30,142,851)	$ (12,702,369)	$ (19,534,195)
14	EXISTING IMPACT FEE FUND BALANCE	$ 4,394,807	$ 2,004,188	$ 3,170,473	$ 1,685,562	$ 4,840,794
15	COST OF THE ROADWAY IMPACT FEE CIP AND FINANCING ATTRIBUTABLE TO NEW GROWTH (LINE 11 + LINE 12 + LINE 13 - LINE 14)	$ 106,278,070	$ 62,848,830	$ 154,511,115	$ 62,414,273	$ 93,509,199
16	PRE-CREDIT MAXIMUM FEE PER SERVICE UNIT (LINE 15 / LINE 8)	$ 2,659	$ 3,838	$ 4,931	$ 5,365	$ 3,872
17	CREDIT FOR AD VALOREM TAXES (FROM **APPENDIX D**)	$ (6,535,564)	$ (1,580,744)	$ (7,396,751)	$ (1,157,132)	$ (3,628,065)
18	RECOVERABLE COST OF ROADWAY IMPACT FEE CIP AND FINANCING (LINE 15 + LINE 17)	$ 99,742,506	$ 61,268,086	$ 147,114,364	$ 61,257,141	$ 89,881,134
19	MAXIMUM ASSESSABLE FEE PER SERVICE UNIT (LINE 18 / LINE 8)	$ 2,496	$ 3,742	$ 4,695	$ 5,265	$ 3,722

a. For Service Areas A and B, the Total Vehicle-Miles of Capacity Added by the Roadway Impact Fee CIP includes capacity added by select thoroughfares that will be built by developments without City cost participation, in addition to capacity added by the Roadway Impact Fee CIP. Detailed information for these additional facilities is provided in **Appendix B**.

D. Service Unit Demand Per Unit of Development

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City will utilize the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 10**. This table lists the predominant land uses that may occur within the City of Denton. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of local uses are found in this table. The descriptions for each land use are presented in **Table 11**. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use is a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column in **Table 10**, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The definitive source of the trip generation and pass-by statistics is the *ITE Trip Generation Manual, 11th Edition*, the latest edition. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning. However, for land uses not contained within the 11th Edition of the *ITE Trip Generation Manual,* an alternative service unit demand could be calculated by completing a trip generation study based on the procedure identified in the *ITE Trip Generation Handbook*.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The trip length values are based on the *National Household Travel Survey* performed by the FHWA. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above six (6) miles, the maximum trip length used for calculation is reduced to six (6) miles. This reduction, as

discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the *Transportation Demand Factor*, is used in the impact fee to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

Table 10 - Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	10.02	50%	5.01	5.01	9.37
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	10.02	50%	5.01	5.01	3.26
Industrial Park	130	1,000 SF GFA	0.34			0.34	10.02	50%	5.01	5.01	1.70
Warehousing	150	1,000 SF GFA	0.18			0.18	10.02	50%	5.01	5.01	0.90
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	10.02	50%	5.01	5.01	0.75
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.90	4.61
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.90	2.50
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.39			0.39	9.79	50%	4.90	4.90	1.91
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.32			0.32	9.79	50%	4.90	4.90	1.57
Residential Condominium/Townhome	230	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.24			0.24	9.79	50%	4.90	4.90	1.18
LODGING											
Hotel	310	Room	0.59			0.59	6.43	50%	3.21	3.21	1.89
Motel	320	Room	0.36			0.36	6.43	50%	3.21	3.21	1.16
RECREATIONAL											
Golf Driving Range	432	Tees/Driving Positions	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Holes	0.33			0.33	7.86	50%	3.93	3.93	1.30
Multiplex Movie Theater	445	Movie Screens	13.96			13.96	15.77	50%	7.88	6.00	83.76
Racquet / Tennis Club	491	Tennis Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.15	4.15	2.03
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.74	1.74	10.84
Elementary School	520	Students	0.16			0.16	3.49	50%	1.74	1.74	0.28
Middle School/Junior High School	522	Students	0.15			0.15	3.49	50%	1.74	1.74	0.26
High School	530	Students	0.14			0.14	3.49	50%	1.74	1.74	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.92	4.92	18.15
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.92	4.92	4.23
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.92	4.92	0.69
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.92	4.92	12.15
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.32	6.00	8.64
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.92	4.92	19.34
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.32	6.00	10.56
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

Table 10 (Cont'd). Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.22	2.22	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.22	2.22	6.19
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	56%	B	8.10	1.20	50%	0.60	0.60	4.86
New Car Sales	841	1,000 SF GFA	2.42	20%	B	1.94	5.60	50%	2.80	2.80	5.43
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.22	2.22	6.46
Self-Service Car Wash	947	Wash Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.22	2.22	5.99
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.59
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.84
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	5.64	50%	2.82	2.82	14.55
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	A	11.70	5.64	50%	2.82	2.82	32.99
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.46
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	5.60	50%	2.80	2.80	3.39
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.70
Shopping Center (>150k)	820	1,000 SF GLA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GLA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GLA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.55
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.22	2.22	16.16
Drive-In Bank	912	Drive-in Lanes	27.07	47%	A	14.35	4.45	50%	2.22	2.22	31.86
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	6.41	50%	3.20	3.20	3.26

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

Table 11 - Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
PORT AND TERMINAL		
Intermodal Truck Terminal	030	Point of good transfer between trucks or between trucks and rail
INDUSTRIAL		
General Light Industrial	110	Emphasis on activities other than manufacturing; typically employing fewer than 500 workers
Industrial Park	130	Area containing a number of industries or related facilities
Warehousing	150	Devoted to storage of materials but may have included office and maintenance areas
Mini-Warehouse	151	Facilities with a number of units rented to others for the storage of goods
RESIDENTIAL		
Single-Family Detached Housing	210	Single-family detached homes on individual lots
Multifamily Housing (Low-Rise)	220	At least 3 rental dwelling units and one or two levels (floors) per building
Multifamily Housing (Mid-Rise)	221	At least 3 rental dwelling units and between three and ten levels (floors) per building
Multifamily Housing (High-Rise)	222	At least 3 rental dwelling units and more than ten levels (floors) per building
Residential Condominium/Townhome	230	Single-family ownership units that have at least one other single-family owned unit within the same building
Senior Adult Housing-Single-Family	251	Consists of detached independent living developments that include amenities such as golf courses and swimming pools
Senior Adult Housing-Multifamily	252	Consists of attached independent living developments that include limited social or recreation services
Assisted Living	254	Residential settings that provide either routine general protective oversight or assistance with activities.
LODGING		
Hotel	310	Lodging facilities that typically have on-site restaurants, lounges, meeting and/or banquet rooms, or other retail shops and services
Motel	320	Lodging facilities that may have small on-site restaurant or buffet area but little or no meeting space
RECREATIONAL		
Golf Driving Range	432	Facilities with driving tees for practice; may provide individual or group lessons; may have prop shop and/or refreshment facilities
Golf Course	430	May include municipal courses and private country clubs; may have driving ranges, pro shops, and restaurant/banquet facilities
Recreational Community Center	495	Category includes racquet clubs, health/fitness clubs, can include facilities such as YMCA's
Ice Skating Rink	465	Rinks for ice skating and related sports; may contain spectator areas and refreshment facilities
Miniature Golf Course	431	One or more individual putting courses; category should not be used when part of a larger entertainment center(with batting cages, video game centers, etc)
Multiplex Movie Theater	445	Movie theater with audience seating, minimum of ten screens, lobby, and refreshment area.
Racquet / Tennis Club	491	Indoor or outdoor facilities specifically designed for playing tennis
INSTITUTIONAL		
Church	560	Churches and houses of worship
Day Care Center	565	Generally includes facilities for care of pre-school aged children, generally includes classrooms, offices, eating areas, and playgrounds
Elementary School	520	Serves students who have not yet entered middle or junior high school
Middle School/Junior High School	522	Serves students who have completed elementary school but have not yet entered high school
High School	530	Serves students who have completed middle or junior high school
Junior / Community College	540	Higher education campus providing undergraduate degrees, often focused on local students
University / College	550	Higher education campus providing undergraduate and graduate degrees
MEDICAL		
Clinic	630	Facilities with limited diagnostic and outpatient care
Hospital	610	Medical and surgical facilities with overnight accommodations
Nursing Home	620	Rest and convalescent homes with residents who do little or no driving
Animal Hospital/Veterinary Clinic	640	Rest and convalescent homes with residents who do little or no driving
OFFICE		
Corporate Headquarters Building	714	Office building housing corporate headquarters of a single company or organization
General Office Building	710	Office buildings which house multiple tenants
Medical-Dental Office Building	720	Multi-tenant building with offices for physicians and/or dentists
Single Tenant Office Building	715	Single tenant office buildings other than corporate headquarters
Office Park	750	Office buildings (typically low-rise) in a campus setting and served by a common roadway system

Table 1 (Cont'd). Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
COMMERCIAL		
Automobile Related		
Automobile Care Center	942	Automobile repair and servicing including stereo installations and upholstering
Automobile Parts Sales	843	Retail sale of auto parts but no on-site vehicle repair
Gasoline/Service Station	944	Gasoline sales without convenience store or car wash; may include repair
Gasoline/Service Station w/ Conv Market	945	Gasoline sales with convenience store where the primary business is gasoline sales
New Car Sales	841	New car dealerships, typically with automobile servicing, part sales, and used car sales
Quick Lubrication Vehicle Shop	941	Primary business is to perform oil changes and fluid/filter changes with other repair services not provided
Self-Service Car Wash	947	Has stalls for driver to park and wash the vehicle
Tire Store	848	Primary business is sales and installation of tires; usually do not have large storage or warehouse area
Dining		
Fast Food Restaurant with Drive-Thru Window	934	High-turnover fast food restaurant for carry-out and eat-in customers with a drive-thru window
Fast Food Restaurant without Drive-Thru Window	933	High-turnover fast food restaurant for carry-out and eat-in customers without a drive-thru window
High Turnover (Sit-Down) Restaurant	932	High-turnover fast food restaurant for carry-out and eat-in customers, but without a drive-thru window
Quality Restaurant	931	Restaurants with turnover rates less than one hour; typically includes moderately-priced chain restaurants
Coffee/Donut Shop with Drive-Thru Window	937	Restaurants that specialize in Coffee and/or Donuts with a drive-thru window
Other Retail		
Free-Standing Discount Store	815	Category includes free-standing stores with off-street parking; typically offer a variety of products and services with long store hours
Nursery (Garden Center)	817	Building with a yard of planting or landscape stock; may have office, storage, shipping or greenhouse facilities
Home Improvement Superstore	862	Warehouse-type facilities offering a large variety of products and services including lumber, tool, paint, lighting, and fixtures, among other items.
Pharmacy/Drugstore w/o Drive-Thru Window	880	Facilities that primarily sell prescription and non-prescription drugs without a drive-through window
Pharmacy/Drugstore w/ Drive-Thru Window	881	Facilities that primarily sell prescription and non-prescription drugs with a drive-through window
Shopping Center (>150k)	820	Integrated group of commercial establishments; planning, owned, and managed as a unit. >150k sq. ft.
Shopping Plaza (40-150k)	821	Integrated group of commercial establishments; planning, owned, and managed as a unit. 40-150k sq. ft.
Strip Retail Plaza (<40k)	822	Integrated group of commercial establishments; planning, owned, and managed as a unit. <40k sq. ft.
Supermarket	850	Primary business is sale of groceries, food, and household cleaning items; may include photo, pharmacy, video rental, and/or ATM
Toy/Children's Superstore	864	Businesses specializing in child-oriented merchandise
Department Store	875	Free-standing stores that specialize in the sale of apparel, footwear, bedding, home products, jewelry, etc.
SERVICES		
Walk-In Bank	911	Banks with their own parking lots, no drive-in lanes but contain non-drive-through ATMs
Drive-In Bank	912	Banking facilities to conduct financial transactions from the vehicle; also usually a part of a walk-in bank
Hair Salon	918	Facilities that specialize in cosmetic and beauty services including hair cutting and styling

VI. SAMPLE CALCULATIONS

The following section details two (2) examples of maximum assessable Roadway Impact Fee calculations.

Example 1:
Development Type - One (1) Unit of Single-Family Housing in Service Area A

Roadway Impact Fee Calculation Steps – Example 1	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 10 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 4.61
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)**
	From Table 9, Line 14 [Maximum Assessable Fee Per Service Unit] Service Area A: $2,496
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 4.61 * $2,496 Maximum Assessable Impact Fee = $11,507

Example 2:
Development Type – 125,000 square foot Home Improvement Superstore in Service Area D

Roadway Impact Fee Calculation Steps – Example 2	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 10 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 125,000 square feet of Home Improvement Superstore Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.39
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)**
	From Table 9, Line 14 [Maximum Assessable Fee Per Service Unit] Service Area D: $5,265
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 125 * 3.39 * $5,265 Maximum Assessable Impact Fee = $2,231,044

VII. ADOPTION AND ADMINISTRATION OF ROADWAY IMPACT FEES

A. Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of Roadway Impact Fees. A Capital Improvement Advisory Committee (CIAC) is required to review the Land Use Assumptions and Roadway Impact Fees CIP used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the Roadway Impact Fee ordinance and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a first public hearing on the Land Use Assumptions and Roadway Impact Fee CIP and a second public hearing on the Roadway Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Roadway Impact Fees CIP at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

B. Collection and Use of Transportation Impact Fees

Roadway Impact fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development-impacts are introduced to the transportation system. Funds collected within a service area can be used only within the same service area. Finally, fees must be utilized within 10 years of collection, or must be refunded with interest.

VIII. CONCLUSIONS

The City of Denton has established a process to implement the assessment and collection of Roadway Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Roadway Impact Fee that could be assessed by the City of Denton, as shown in the previously referenced **Table 9**.

This document serves as a guide to the assessment of Roadway Impact Fees pertaining to future development, and the City's need for transportation improvements to accommodate that growth. Following the public hearing process, the City Council may establish an impact fee amount to be collected, up to the calculated maximum and establish the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this analysis are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Roadway Impact Fee Capital Improvements Plan are appropriately incorporated into the development of the maximum assessable Roadway Impact Fee.

Below is the listing of the 2022 Roadway Impact Fee Study's Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile):

SERVICE AREA:	A	B	C	D	E
2022 Roadway Impact Fee Study Maximum Assessable Fee Per Vehicle-Mile	$2,496	$3,742	$4,695	$5,265	$3,722

APPENDICES

A. Conceptual Level Project Cost Projections

SERVICE AREA A
SERVICE AREA B
SERVICE AREA C
SERVICE AREA D
SERVICE AREA E
FUNCTIONAL CLASSIFICATION EXAMPLE COSTING SHEETS

B. Roadway Impact Fee CIP Service Units of Supply

C. Existing Roadway Facilities Inventory

D. Plan for Awarding the Transportation Impact Fee Credit Summary

E. Plan for Awarding the Transportation Impact Fee Credit Supporting Exhibits

F. Consideration for the Hunter Ranch and Cole Ranch Operating Agreements

Appendix A – Conceptual Level Project Cost Projections

City of Denton - 2022 Roadway Impact Fee Study
Service Area A Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Costing Classification	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Percent in Service Area	Total Cost	Cost in Service Area
		From	To					Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%			
A-1	CORBIN	IH-35W	CORBIN	3,055	SA Recon	SA	Widening	$ 6,485,996	$ 973,000	$ 1,038,000	$ -	$ -	$ 1,440,000	$ 227,010	100%	$ 10,164,000	$ 10,164,000
A-2	CORBIN	500' S OF SPRINGSIDE	CORBIN	1,410	SA New	SA	New	$ 2,511,393	$ 377,000	$ 402,000	$ -	$ -	$ -	$ 87,899	100%	$ 3,378,000	$ 3,378,000
A-3	FM 1515	IH 35W	CORBIN	5,990	PA Recon	PA	Widening	$ 15,001,383	$ 2,251,000	$ 2,401,000	$ 1,200,000	$ 400,000	$ 1,755,000	$ 525,048	100%	$ 23,533,000	$ 23,533,000
A-4	FM 1515	CORBIN	WESTERN	1,175	PA Recon	PA	Widening	$ 2,942,675	$ 442,000	$ 471,000	$ -	$ -	$ -	$ 102,994	100%	$ 3,959,000	$ 3,959,000
A-5	FM 1515	WESTERN	WESTCOURT	1,555	PA Recon	PA	Widening	$ 3,894,349	$ 585,000	$ 624,000	$ -	$ 500,000	$ 1,755,000	$ 136,302	100%	$ 7,495,000	$ 7,495,000
A-6	FM 1515	WESTCOURT	MASCH BRANCH	620	PA Recon	PA	Widening	$ 1,552,731	$ 233,000	$ 249,000	$ -	$ -	$ -	$ 54,346	100%	$ 2,089,000	$ 2,089,000
A-7	FM 1515	TOM COLE	3435' W OF TOM COLE	3,435	PA Recon	PA	Widening	$ 8,602,629	$ 1,291,000	$ 1,377,000	$ -	$ 500,000	$ 1,755,000	$ 301,092	100%	$ 13,827,000	$ 13,827,000
A-8	FM 1515	3435' W OF TOM COLE	530' E OF C WOLFE	3,750	PA Recon	PA	Widening	$ 9,391,517	$ 1,409,000	$ 1,503,000	$ -	$ 500,000	$ -	$ 328,703	100%	$ 13,132,000	$ 13,132,000
A-9	H LIVELY	C WOLFE	2145' W OF H LIVELY	2,145	PA Recon	PA	Widening	$ 5,371,948	$ 806,000	$ 860,000	$ -	$ -	$ -	$ 188,018	50%	$ 7,226,000	$ 3,613,000
A-10	H LIVELY	2145' W OF H LIVELY	2150' W OF ED ROBSON	3,915	PA Recon	PA	Widening	$ 9,804,743	$ 1,471,000	$ 1,569,000	$ -	$ -	$ -	$ 343,166	100%	$ 13,188,000	$ 13,188,000
A-11	IH-35-CORBIN	IH-35	CORBIN	4,420	C New	C	New	$ 4,675,377	$ 702,000	$ 749,000	$ -	$ -	$ 750,000	$ 163,638	100%	$ 7,040,000	$ 7,040,000
A-16,C-13	JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	SA Recon	SA	Widening	$ 8,375,533	$ 1,257,000	$ 1,341,000	$ -	$ -	$ 1,440,000	$ 293,144	50%	$ 12,707,000	$ 6,353,500
A-17	PRECISION-WESTERN	PRECISION	WESTERN	3,420	C New	C	New	$ 3,617,599	$ 543,000	$ 579,000	$ 1,200,000	$ -	$ 500,000	$ 126,616	100%	$ 6,566,000	$ 6,566,000
A-19	ROBSON RANCH	ED ROBSON	YARBROUGH	7,150	PA Recon	PA	Widening	$ 17,906,492	$ 2,686,000	$ 2,866,000	$ -	$ -	$ 1,250,000	$ 626,727	50%	$ 25,335,000	$ 12,667,500
A-20	SPRINGSIDE	CORBIN	UNDERWOOD	1,835	SA Recon	SA	Widening	$ 3,895,844	$ 585,000	$ 624,000	$ -	$ 900,000	$ -	$ 136,355	100%	$ 6,141,000	$ 6,141,000
A-21	SPRINGSIDE	UNDERWOOD	WESTCOURT	865	SA Recon	SA	Widening	$ 1,836,460	$ 276,000	$ 294,000	$ -	$ 500,000	$ -	$ 64,276	100%	$ 2,971,000	$ 2,971,000
A-22	TJ EGAN-LOOP 288	LOOP 288	2440' W OF LOOP 288	2,440	C New	C	New	$ 2,580,977	$ 388,000	$ 413,000	$ -	$ -	$ 250,000	$ 90,334	100%	$ 3,722,000	$ 3,722,000
A-23	C WOLFE	1140' S OF TOM COLE	FM 2449	7,270	PA Recon	PA	Widening	$ 18,207,020	$ 2,732,000	$ 2,914,000	$ -	$ 1,000,000	$ 750,000	$ 637,246	50%	$ 26,240,000	$ 13,120,000
A-24	C WOLFE	FM 2449	H LIVELY	3,315	PA Recon	PA	Widening	$ 8,302,101	$ 1,246,000	$ 1,329,000	$ -	$ 600,000	$ 250,000	$ 290,574	50%	$ 12,018,000	$ 6,009,000
A-25	CORBIN	IH-35-CORBIN	SPRINGSIDE	2,050	C New	C	Widening	$ 2,168,444	$ 326,000	$ 347,000	$ -	$ -	$ 750,000	$ 75,896	100%	$ 3,667,000	$ 3,667,000
A-26	J CHRISTAL-H LIVELY	FM 2449	H LIVELY	3,305	C New	C	New	$ 3,495,955	$ 525,000	$ 560,000	$ -	$ 400,000	$ 250,000	$ 122,358	100%	$ 5,353,000	$ 5,353,000
A-27	PRECISION	JIM CHRISTAL	1635' N OF FM 1515	2,385	C New	C	New	$ 2,522,799	$ 379,000	$ 404,000	$ -	$ 300,000	$ -	$ 88,298	100%	$ 3,694,000	$ 3,694,000
A-31	WESTCOURT	FM 1515	SPRINGSIDE	4,165	SA (1/2)	SA (1/2)	Widening	$ 3,971,565	$ 596,000	$ 636,000	$ -	$ -	$ -	$ 139,005	100%	$ 5,343,000	$ 5,343,000
A-32	WESTERN	JIM CHRISTAL	AIRPORT	6,485	PA (1/3)	PA (1/3)	Widening	$ 3,805,620	$ 571,000	$ 609,000	$ -	$ 1,500,000	$ -	$ 133,197	100%	$ 6,619,000	$ 6,619,000
A-33	WESTERN	FM 1515	SPRINGSIDE	4,175	PA New	PA	New	$ 9,179,489	$ 1,377,000	$ 1,469,000	$ -	$ -	$ 1,755,000	$ 321,282	100%	$ 14,102,000	$ 14,102,000
							TOTAL									**$ 347,875,000**	**$ 268,201,500**

City of Denton - 2022 Roadway Impact Fee Study
Service Area B Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Previous City Contribution	Percent in Service Area	Total Cost	Cost in Service Area
		From	To				Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%				
B-1	ALLRED	BONNIE BRAE	BRUSH CREEK	4,285	C	Widening	$ 4,532,577	$ 680,000	$ 726,000	$ -	$ -	$ -	$ 158,640	$ -	50%	$ 6,097,000	$ 3,048,500
B-2	ALLRED	BRUSH CREEK	JOHN PAINE	1,610	PA	Widening	$ 4,032,091	$ 605,000	$ 646,000	$ -	$ -	$ -	$ 141,123	$ -	50%	$ 5,424,000	$ 2,712,000
B-3	BRUSH CREEK	815' E OF COUNTRY CLUB	COUNTRY CLUB	815	PA	Widening	$ 2,041,090	$ 307,000	$ 327,000	$ -	$ -	$ -	$ 71,438	$ -	100%	$ 2,747,000	$ 2,747,000
B-4	BRUSH CREEK	COUNTRY CLUB	1935' W OF COUNTRY CLUB	1,935	PA	Widening	$ 4,846,023	$ 727,000	$ 776,000	$ -	$ -	$ 250,000	$ 169,611	$ -	100%	$ 6,769,000	$ 6,769,000
B-5	BRUSH CREEK	2180' E OF FORT WORTH	FORT WORTH	2,180	PA	Widening	$ 5,459,602	$ 819,000	$ 874,000	$ -	$ -	$ -	$ 191,086	$ -	100%	$ 7,344,000	$ 7,344,000
B-6	BRUSH CREEK	FORT WORTH	590' E OF ALLRED	3,615	PA	New	$ 7,948,228	$ -	$ 1,272,000	$ 1,200,000	$ -	$ -	$ 278,188	$ -	100%	$ 10,698,000	$ 10,698,000
B-7	CORBIN	BONNIE BRAE	IH-35W	3,505	SA	Widening	$ 7,441,380	$ 1,117,000	$ 1,191,000	$ -	$ 500,000.00	$ 250,000	$ 260,448	$ -	100%	$ 10,760,000	$ 10,760,000
B-8	CREEKDALE	PIMLICO	RIVERCHASE	3,230	C	New	$ 3,416,621	$ 513,000	$ 547,000	$ -	$ -	$ 750,000	$ 119,582	$ -	100%	$ 5,346,000	$ 5,346,000
B-9	CREEKDALE	THISTLE WAY	OAKBLUFF	2,080	C	New	$ 2,200,177	$ 331,000	$ 353,000	$ -	$ -	$ 500,000	$ 77,006	$ -	100%	$ 3,461,000	$ 3,461,000
B-10	EL PASEO	BELMONT	COUNTRY CLUB	1,910	C	New	$ 2,020,355	$ 304,000	$ 324,000	$ -	$ 400,000.00	$ 250,000	$ 70,712	$ -	100%	$ 3,369,000	$ 3,369,000
B-11	FM 1515	BONNIE BRAE	IH 35W	770	PA	Widening	$ 1,928,391	$ 290,000	$ 309,000	$ -	$ -	$ -	$ 67,494	$ -	100%	$ 2,595,000	$ 2,595,000
B-12	HICKORY CREEK	FM 2499	NAUTICA	1,175	PA (1/3)	Widening	$ 689,530	$ 104,000	$ 111,000	$ -	$ -	$ -	$ 24,134	$ 676,116.28	100%	$ 1,605,000	$ 1,605,000
B-13	HICKORY CREEK	NAUTICA	TEASLEY	1,310	PA (1/3)	Widening	$ 768,753	$ 116,000	$ 124,000	$ -	$ -	$ -	$ 26,906	$ 753,797.72	100%	$ 1,789,000	$ 1,789,000
B-14	HICKORY CREEK	TEASLEY	MONTECITO	4,475	PA (1/3)	Widening	$ 2,626,083	$ 394,000	$ 421,000	$ -	$ 600,000.00	$ -	$ 91,913	$ 4,505,033.56	100%	$ 8,638,000	$ 8,638,000
B-15	HICKORY CREEK	MONTECITO	1435' W OF BIDDY BYE	2,230	PA (1/3)	Widening	$ 1,308,640	$ 197,000	$ 210,000	$ -	$ -	$ -	$ 45,802	$ 2,244,966.44	50%	$ 4,006,000	$ 2,003,000
B-16	HICKORY CREEK	1435' W OF BIDDY BYE	815' E OF COUNTRY CLUB	1,980	PA	New	$ 4,353,386	$ 654,000	$ 697,000	$ -	$ -	$ 1,755,000	$ 152,369	$ -	100%	$ 7,612,000	$ 7,612,000
B-17	HOBSON LANE	TEASLEY	MONTECITO	670	SA	Widening	$ 1,422,461	$ 214,000	$ 228,000	$ -	$ -	$ -	$ 49,786	$ -	100%	$ 1,914,000	$ 1,914,000
B-18	HOBSON LANE	MONTECITO	FORRESTRIDGE	1,495	SA	Widening	$ 3,173,998	$ 477,000	$ 508,000	$ -	$ -	$ 1,440,000	$ 111,090	$ -	100%	$ 5,710,000	$ 5,710,000
B-19	HOBSON LANE	FORRESTRIDGE	COUNTRY CLUB	3,785	SA	Widening	$ 8,035,841	$ 1,206,000	$ 1,286,000	$ -	$ 500,000.00	$ 250,000	$ 281,254	$ -	100%	$ 11,559,000	$ 11,559,000
B-20	PARVIN	MCCORMICK	HIGHLAND PARK	2,665	C	New	$ 1,374,924	$ 207,000	$ 220,000	$ -	$ 300,000.00	$ -	$ 48,122	$ -	100%	$ 2,150,000	$ 2,150,000
B-21	ROBINSON	230' E OF WHEELER RIDGE	TEASLEY	2,735	SA	Widening	$ 5,806,612	$ 871,000	$ 930,000	$ -	$ -	$ 250,000	$ 203,231	$ -	100%	$ 8,061,000	$ 8,061,000
B-22	RYAN	TEASLEY	MONTECITO	4,020	SA	Widening	$ 8,534,764	$ 1,281,000	$ 1,366,000	$ -	$ -	$ 500,000	$ 298,717	$ -	100%	$ 11,980,000	$ 11,980,000
B-23	RYAN	MONTECITO	FORRESTRIDGE	3,305	SA	Widening	$ 7,016,765	$ 1,053,000	$ 1,123,000	$ -	$ -	$ 1,440,000	$ 245,587	$ -	100%	$ 10,878,000	$ 10,878,000
B-24	RYAN	FORRESTRIDGE	COUNTRY CLUB	3,475	SA	Widening	$ 7,377,688	$ 1,107,000	$ 1,181,000	$ -	$ 400,000.00	$ 500,000	$ 258,219	$ -	100%	$ 10,824,000	$ 10,824,000
B-25	VINTAGE	FORT WORTH	BONNIE BRAE	4,605	PA (1/3)	Widening	$ 2,702,371	$ 406,000	$ 433,000	$ 1,200,000	$ 500,000.00	$ -	$ 94,583	$ 6,385,003.13	100%	$ 11,721,000	$ 11,721,000
B-26	VINTAGE	BONNIE BRAE	NAPA VALLEY	765	PA (1/3)	Widening	$ 448,928	$ 68,000	$ 72,000	$ -	$ -	$ -	$ 15,712	$ 1,060,700.85	100%	$ 1,665,000	$ 1,665,000
B-27	VINTAGE	NAPA VALLEY	IH 35W	3,435	PA (1/3)	Widening	$ 2,015,775	$ 303,000	$ 323,000	$ -	$ 500,000.00	$ -	$ 70,552	$ 4,762,754.78	100%	$ 7,975,000	$ 7,975,000
B-28	WILLOWWOOD	1250' W OF HIGHLAND PARK	BONNIE BRAE	1,285	C	Widening	$ 1,359,244	$ 204,000	$ 218,000	$ -	$ -	$ 250,000	$ 47,574	$ -	100%	$ 2,079,000	$ 2,079,000
B-29	BONNIE BRAE	IH 35E	FM 1515	725	SA	Widening	$ 1,285,335	$ -	$ -	$ -	$ -	$ -	$ -	$ -	100%	$ 1,285,000	$ 1,285,000
B-30	BONNIE BRAE	FM 1515	WILLOWWOOD	5,740	SA	Widening	$ 10,176,311	$ -	$ -	$ 1,175,000	$ -	$ -	$ -	$ -	100%	$ 11,351,000	$ 11,351,000
B-31	BONNIE BRAE	HIGHLAND PARK	ROSELAWN	2,550	SA	New	$ 4,520,835	$ -	$ -	$ -	$ -	$ -	$ -	$ -	50%	$ 4,521,000	$ 2,260,500
B-32	COUNTRY CLUB	FORT WORTH	HOBSON	430	SA	Widening	$ 912,922	$ 137,000	$ 147,000	$ -	$ -	$ -	$ 31,952	$ -	100%	$ 1,229,000	$ 1,229,000
B-33	COUNTRY CLUB	HOBSON	RYAN	5,285	SA	Widening	$ 11,220,454	$ 1,684,000	$ 1,796,000	$ -	$ -	$ -	$ 392,716	$ -	100%	$ 15,093,000	$ 15,093,000
B-34	COUNTRY CLUB	RYAN	HICKORY CREEK	3,485	SA	Widening	$ 7,398,918	$ 1,110,000	$ 1,184,000	$ 1,200,000	$ 500,000.00	$ 250,000	$ 258,962	$ -	50%	$ 11,902,000	$ 5,951,000
B-35	FORT WORTH	COUNTRY CLUB	VINTAGE	6,965	PA	Widening	$ 17,443,177	$ 2,617,000	$ 2,791,000	$ 1,200,000	$ -	$ 1,755,000	$ 610,511	$ -	100%	$ 26,417,000	$ 26,417,000
B-36	FORT WORTH	VINTAGE	BONNIE BRAE	5,655	PA	Widening	$ 14,162,407	$ 2,125,000	$ 2,266,000	$ -	$ -	$ 250,000	$ 495,684	$ -	100%	$ 19,299,000	$ 19,299,000
B-37	FORT WORTH	BONNIE BRAE	BRUSH CREEK	1,250	PA	Widening	$ 3,130,506	$ 470,000	$ 501,000	$ -	$ 600,000.00	$ -	$ 109,568	$ -	100%	$ 4,811,000	$ 4,811,000
B-38	FORT WORTH	BRUSH CREEK	CRAWFORD	5,845	PA	Widening	$ 14,638,244	$ 2,196,000	$ 2,343,000	$ -	$ -	$ 500,000	$ 512,339	$ -	100%	$ 20,190,000	$ 20,190,000
B-39	JOHN PAINE	JOHNSON	ATHENS	2,210	Completed	Widening	$ 176,276	$ 27,000	$ 29,000	$ -	$ -	$ -	$ 6,170	$ -	100%	$ 238,000	$ 238,000
B-40	JOHN PAINE	VINTAGE	1045' S OF VINTAGE	1,045	SA	New	$ 1,861,281	$ 280,000	$ 298,000	$ -	$ 500,000.00	$ 250,000	$ 65,145	$ -	100%	$ 3,254,000	$ 3,254,000
B-41	PARVIN-ROSELAWN	PARVIN	ROSELAWN	2,725	C	New	$ 2,882,444	$ 433,000	$ 462,000	$ -	$ -	$ -	$ 100,886	$ -	100%	$ 3,878,000	$ 3,878,000
B-42	TEASLEY	IH 35E	LONDONDERRY	1,315	PA (1/3)	Widening	$ 771,687	$ 116,000	$ 124,000	$ -	$ -	$ -	$ 27,009	$ -	100%	$ 1,039,000	$ 1,039,000
B-43	TEASLEY	LONDONDERRY	HOBSON	5,140	PA (1/3)	Widening	$ 3,016,328	$ 453,000	$ 483,000	$ -	$ 500,000.00	$ -	$ 105,571	$ -	100%	$ 4,558,000	$ 4,558,000
B-44	TEASLEY	LILLIAN B MILLER	PENNSYLVANIA	1,890	PA (1/3)	Widening	$ 1,109,117	$ 167,000	$ 178,000	$ -	$ -	$ -	$ 38,819	$ -	100%	$ 1,493,000	$ 1,493,000
B-45	TEASLEY	PENNSYLVANIA	HOBSON	1,085	PA (1/3)	Widening	$ 636,715	$ 96,000	$ 102,000	$ -	$ -	$ -	$ 22,285	$ -	100%	$ 857,000	$ 857,000
						TOTAL										**$ 306,191,000**	**$ 290,216,000**

City of Denton - 2022 Roadway Impact Fee Study
Service Area C Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Percent in Service Area	Total Cost	Cost in Service Area
		From	To				Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%			
C-1	BARTHOLD	MASCH BRANCH	5200' W OF IIH 35	5,195	PA	Widening	$ 13,010,381	$ 1,952,000	$ 2,082,000	$ -	$ -	$ 250,000.00	$ 455,363	50%	$ 17,750,000	$ 8,875,000
C-2	BOBCAT	FM 2164	IH-35	14,535	SA	New	$ 25,888,720	$ 3,884,000	$ 4,143,000	$ -	$1,500,000.00	$ 1,440,000.00	$ 906,105	100%	$ 37,762,000	$ 37,762,000
C-3	FM 1173	IH 35	4605' W OF IH 35	4,605	SA	Widening	$ 9,776,763	$ 1,467,000	$ 1,565,000	$ -	$ -	$ 250,000.00	$ 342,187	100%	$ 13,401,000	$ 13,401,000
C-4	FM 1173	4605' W OF IH 35	LOVERS	2,190	SA	Widening	$ 4,649,535	$ 698,000	$ 744,000	$ 1,200,000	$ -	$ 250,000.00	$ 162,734	50%	$ 7,704,000	$ 3,852,000
C-5	FM 2164-IH 35	FM 2164	IH 35	14,425	SA	New	$ 25,692,796	$ 3,854,000	$ 4,111,000	$ -	$1,000,000.00	$ 1,500,000.00	$ 899,248	100%	$ 37,057,000	$ 37,057,000
C-6	GANZER	FM 2164	GANZER	12,680	PA	New	$ 27,879,262	$ 4,182,000	$ 4,461,000	$ -	$1,000,000.00	$ 1,250,000.00	$ 975,774	100%	$ 39,748,000	$ 39,748,000
C-7	GANZER	2900' E OF IH 35	IH 35	2,900	PA	Widening	$ 7,262,773	$ 1,090,000	$ 1,163,000	$ -	$ -	$ 1,755,000.00	$ 254,197	100%	$ 11,525,000	$ 11,525,000
C-8	GANZER	1620' E OF BARTHOLD	BARTHOLD	1,620	PA	Widening	$ 4,057,135	$ 609,000	$ 650,000	$ -	$ -	$ 250,000.00	$ 142,000	50%	$ 5,708,000	$ 2,854,000
C-9	GANZER	BARTHOLD	RECTOR	2,585	PA	Widening	$ 6,473,885	$ 972,000	$ 1,036,000	$ -	$ 500,000.00	$ -	$ 226,586	50%	$ 9,208,000	$ 4,604,000
A-13,C-10	JIM CHRISTAL	OLD SH 24	WESTERN	2,905	SA	Widening	$ 6,167,534	$ 926,000	$ 987,000	$ 1,200,000	$ -	$ 250,000.00	$ 215,864	50%	$ 9,746,000	$ 4,873,000
A-14,C-11	JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	SA	Widening	$ 7,451,995	$ 1,118,000	$ 1,193,000	$ -	$ 500,000.00	$ 1,440,000.00	$ 260,820	50%	$ 11,964,000	$ 5,982,000
A-15,C-12	JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	SA	Widening	$ 12,685,376	$ 1,903,000	$ 2,030,000	$ -	$ -	$ 1,440,000.00	$ 443,988	50%	$ 18,502,000	$ 9,251,000
A-16,C-13	JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	SA	Widening	$ 8,375,533	$ 1,257,000	$ 1,341,000	$ -	$ -	$ 1,440,000.00	$ 293,144	50%	$ 12,707,000	$ 6,353,500
C-14	JIM CHRISTAL	945' W OF C WOLFE	NAIL	3,115	SA	Widening	$ 6,613,380	$ 993,000	$ 1,059,000	$ -	$ 400,000.00	$ 250,000.00	$ 231,468	50%	$ 9,547,000	$ 4,773,500
C-15	JIM CHRISTAL	NAIL	2045' W of Nail	2,045	SA	Widening	$ 4,341,690	$ 652,000	$ 695,000	$ -	$ -	$ -	$ 151,959	50%	$ 5,841,000	$ 2,920,500
C-16	MARSHALL	2845' N OF HAMPTON	HAMPTON	2,845	C	New	$ 3,009,377	$ 452,000	$ 482,000	$ 1,200,000	$ -	$ -	$ 105,328	100%	$ 5,249,000	$ 5,249,000
C-17	MARSHALL	HAMPTON	US 380	3,090	C	Widening	$ 3,268,532	$ 491,000	$ 523,000	$ -	$ -	$ -	$ 114,399	100%	$ 4,397,000	$ 4,397,000
C-18	MASCH BRANCH	MASCH BRANCH	DARBY SMITH	3,450	SA	Widening	$ 7,324,611	$ 1,099,000	$ 1,172,000	$ -	$ 500,000.00	$ 250,000.00	$ 256,361	100%	$ 10,602,000	$ 10,602,000
C-19	WESTWARD	NORTHWAY	BONNIE BRAE	1,175	C	New	$ 1,242,889	$ 187,000	$ 199,000	$ -	$ -	$ -	$ 43,501	100%	$ 1,672,000	$ 1,672,000
C-20	RINEY	US 77	2460' W OF US 77	2,460	SA (1/2)	Widening	$ 2,345,750	$ 352,000	$ 376,000	$ -	$ -	$ -	$ 82,101	100%	$ 3,156,000	$ 3,156,000
C-21	RINEY	2460' W OF US 77	BONNIE BRAE	980	SA (1/2)	Widening	$ 934,486	$ 141,000	$ 150,000	$ -	$ -	$ -	$ 32,707	100%	$ 1,258,000	$ 1,258,000
C-22	US 77	WINDSOR	FM 2164	1,180	PA (1/3)	Widening	$ 692,464	$ 104,000	$ 111,000	$ -	$ 500,000.00	$ -	$ 24,236	100%	$ 1,432,000	$ 1,432,000
C-23	US 77	RINEY	WINDSOR	2,430	PA (1/3)	Widening	$ 1,426,007	$ 214,000	$ 229,000	$ -	$ 900,000.00	$ -	$ 49,910	100%	$ 2,819,000	$ 2,819,000
C-24	US 77	RINEY	RINEY	2,120	PA (1/3)	Widening	$ 1,244,088	$ 187,000	$ 200,000	$ -	$ 400,000.00	$ -	$ 43,543	100%	$ 2,075,000	$ 2,075,000
C-25	US 77	BONNIE BRAE	RINEY	3,960	PA (1/3)	Widening	$ 2,323,863	$ 349,000	$ 372,000	$ -	$ -	$ -	$ 81,335	100%	$ 3,126,000	$ 3,126,000
C-26	US 77	LOOP 288	BONNIE BRAE	1,720	PA (1/3)	Widening	$ 1,009,355	$ 152,000	$ 162,000	$ -	$ 500,000.00	$ -	$ 35,327	100%	$ 1,859,000	$ 1,859,000
C-27	US 77	IH 35	LOOP 288	4,610	PA (1/3)	Widening	$ 2,705,306	$ 406,000	$ 433,000	$ -	$1,100,000.00	$ -	$ 94,686	100%	$ 4,739,000	$ 4,739,000
C-28	MASCH BRANCH-NAIL	MASCH BRANCH	1295' W OF MASCH BRANCH	1,295	C	New	$ 1,369,822	$ 206,000	$ 220,000	$ -	$ -	$ 250,000.00	$ 47,944	100%	$ 2,094,000	$ 2,094,000
C-29	MASCH BRANCH-NAIL	1050' E OF LOOP 288	1550' W OF LOOP 288	2,600	C	New	$ 2,750,222	$ 413,000	$ 441,000	$ -	$ -	$ 750,000.00	$ 96,258	100%	$ 4,450,000	$ 4,450,000
C-30	MASCH BRANCH-NAIL	1335' W OF THOMAS J EGAN	775' E OF C WOLFE	2,550	C	New	$ 2,697,333	$ 405,000	$ 432,000	$ -	$ -	$ 750,000.00	$ 94,407	100%	$ 4,379,000	$ 4,379,000
C-31	MASCH BRANCH-NAIL	775' E OF C WOLFE	690' W OF C WOLFE	1,470	C	New	$ 1,554,933	$ 234,000	$ 249,000	$ -	$ -	$ -	$ 54,423	50%	$ 2,092,000	$ 1,046,000
C-32	MASCH BRANCH-NAIL	690' W OF C WOLFE	NAIL	3,075	C	New	$ 3,252,666	$ 488,000	$ 521,000	$ -	$ -	$ -	$ 113,843	100%	$ 4,376,000	$ 4,376,000
C-33	WESTGATE	WESTGATE	1460' E OF IH-35	975	SA	New	$ 1,736,601	$ 261,000	$ 278,000	$ -	$ -	$ -	$ 60,781	100%	$ 2,336,000	$ 2,336,000
C-34	WINDSOR	US 77	HINKLE	2,420	SA	Widening	$ 5,137,843	$ 771,000	$ 823,000	$ -	$ -	$ -	$ 179,824	100%	$ 6,912,000	$ 6,912,000
C-35	WINDSOR	HINKLE	BONNIE BRAE	5,240	SA (1/2)	Widening	$ 4,996,639	$ 750,000	$ 800,000	$ -	$ -	$ 250,000.00	$ 174,882	100%	$ 6,972,000	$ 6,972,000
C-36	WINDSOR	WESTGATE	145' W OF CLARENDON	505	SA (1/2)	Widening	$ 481,546	$ 73,000	$ 78,000	$ -	$ -	$ -	$ 16,854	100%	$ 649,000	$ 649,000
C-37	WINDSOR	220' W OF WINDSOR FARMS	IH 35	905	SA (1/2)	Widening	$ 862,969	$ 130,000	$ 139,000	$ -	$ -	$ -	$ 30,204	100%	$ 1,162,000	$ 1,162,000
C-38	WINDSOR	IH 35	MASCH BRANCH	6,535	SA	New	$ 11,639,683	$ 1,746,000	$ 1,863,000	$ 1,200,000	$ -	$ 750,000.00	$ 407,389	100%	$ 17,606,000	$ 17,606,000
C-39	BARTHOLD	GANZER	2600' S OF GANZER	2,600	SA	Widening	$ 5,519,996	$ 828,000	$ 884,000	$ -	$ -	$ -	$ 193,200	100%	$ 7,425,000	$ 7,425,000
C-40	BONNIE BRAE	MILAM	LOOP 288	16,505	PA	New	$ 36,289,213	$ 5,444,000	$ 5,807,000	$ -	$1,500,000.00	$ 1,755,000.00	$ 1,270,122	100%	$ 52,065,000	$ 52,065,000
C-41	BONNIE BRAE	LOOP 288	US 77	1,255	SA	New	$ 2,235,318	$ 336,000	$ 358,000	$ -	$ -	$ -	$ 78,236	100%	$ 3,008,000	$ 3,008,000
C-42	BONNIE BRAE	US 77	RINEY	1,985	SA	Widening	$ 4,339,124	$ 651,000	$ 695,000	$ -	$ 500,000.00	$ 250,000.00	$ 151,869	100%	$ 6,587,000	$ 6,587,000
C-43	BONNIE BRAE	RINEY	WINDSOR	3,510	SA	Widening	$ 7,672,708	$ 1,151,000	$ 1,228,000	$ -	$ -	$ -	$ 268,545	100%	$ 10,320,000	$ 10,320,000
C-44	BONNIE BRAE	WINDSOR	US 380	3,585	SA	Widening	$ 7,836,655	$ 1,176,000	$ 1,254,000	$ -	$ -	$ 1,440,000.00	$ 274,283	100%	$ 11,981,000	$ 11,981,000
C-45,E-29	BONNIE BRAE	US 380	PANHANDLE	2,910	SA	Widening	$ 6,178,150	$ 927,000	$ 989,000	$ -	$ -	$ -	$ 216,235	50%	$ 8,310,000	$ 4,155,000
C-46,E-30	BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	SA	Widening	$ 2,271,691	$ 341,000	$ 364,000	$ -	$ -	$ -	$ 79,509	50%	$ 3,056,000	$ 1,528,000
C-47,E-31	BONNIE BRAE	SCRIPTURE	OAK	1,180	SA	Widening	$ 2,505,229	$ 376,000	$ 401,000	$ -	$ -	$ -	$ 87,683	50%	$ 3,370,000	$ 1,685,000
C-48,E-32	BONNIE BRAE	OAK	HICKORY	380	SA	Widening	$ 806,769	$ 122,000	$ 130,000	$ -	$ -	$ -	$ 28,237	50%	$ 1,087,000	$ 543,500
C-49,E-33	BONNIE BRAE	HICKORY	PRAIRIE	1,425	SA	Widening	$ 3,025,383	$ 454,000	$ 485,000	$ -	$ -	$ -	$ 105,888	50%	$ 4,070,000	$ 2,035,000
C-50,E-34	BONNIE BRAE	PRAIRIE	IH 35E	860	SA	Widening	$ 1,825,845	$ 274,000	$ 293,000	$ -	$ -	$ -	$ 63,905	50%	$ 2,457,000	$ 1,228,500
C-51	C WOLFE	US 380	WESTERN-NAIL	2,705	PA	New	$ 5,947,429	$ 893,000	$ 952,000	$ -	$ 400,000.00	$ 500,000.00	$ 208,160	100%	$ 8,901,000	$ 8,901,000
C-52	FALLMEADOW	MEADOWLEDGE	GARDENVIEW	915	C	New	$ 967,866	$ 146,000	$ 155,000	$ -	$ -	$ -	$ 33,875	100%	$ 1,303,000	$ 1,303,000
C-53,D-22	FM 2164	MILAM	LOOP 288	13,855	PA	Widening	$ 34,698,524	$ 5,205,000	$ 5,552,000	$ -	$1,500,000.00	$ 1,755,000.00	$ 1,214,448	50%	$ 49,925,000	$ 24,962,500
C-54,D-28	LOCUST	LOOP 288	HERCULES	2,260	SA	Widening	$ 4,798,151	$ 720,000	$ 768,000	$ -	$ -	$ 500,000.00	$ 167,935	50%	$ 6,954,000	$ 3,477,000
C-55,D-29	LOCUST	HERCULES	BELL	2,375	SA	Widening	$ 5,042,304	$ 757,000	$ 807,000	$ -	$ 400,000.00	$ 250,000.00	$ 176,481	50%	$ 7,433,000	$ 3,716,500
C-56,D-30	LOCUST	BELL	WINDSOR	1,270	SA	Widening	$ 2,696,306	$ 405,000	$ 432,000	$ -	$ -	$ -	$ 94,371	50%	$ 3,628,000	$ 1,814,000
C-57,D-31	LOCUST	WINDSOR	FM 2164	1,345	SA	Widening	$ 2,855,537	$ 429,000	$ 457,000	$ -	$ -	$ -	$ 99,944	50%	$ 3,841,000	$ 1,920,500
C-58	LOVERS	FM 1173	MASCH BRANCH	4,120	SA	Widening	$ 8,747,071	$ 1,313,000	$ 1,400,000	$ -	$ 500,000.00	$ -	$ 306,147	100%	$ 12,266,000	$ 12,266,000
C-59	LOVERS	1085' N OF MASCH BRANCH	MASCH BRANCH	1,085	SA	Widening	$ 2,303,537	$ 346,000	$ 369,000	$ -	$ -	$ 250,000.00	$ 80,624	100%	$ 3,349,000	$ 3,349,000
C-60	LOVERS LN CONNECTOR	LOVERS	LOOP 288	315	SA	New	$ 561,056	$ 85,000	$ 90,000	$ -	$ -	$ -	$ 19,637	100%	$ 756,000	$ 756,000
C-61	LOVERS LN CONNECTOR	LOOP 288	1085' N OF MASCH BRANCH	405	SA	New	$ 721,358	$ 109,000	$ 116,000	$ -	$ -	$ -	$ 25,248	100%	$ 972,000	$ 972,000
C-62	MASCH BRANCH	1295' S OF FM 1173	JACKSON	4,170	SA	Widening	$ 8,853,225	$ 1,328,000	$ 1,417,000	$ -	$ -	$ -	$ 309,863	50%	$ 11,908,000	$ 5,954,000
C-63	MASCH BRANCH	LOVERS	US 380	3,800	SA	Widening	$ 8,067,687	$ 1,211,000	$ 1,291,000	$ -	$ 500,000.00	$ -	$ 282,369	100%	$ 11,352,000	$ 11,352,000
C-64	MASCH BRANCH	US 380	JIM CHRISTAL	4,110	SA	Widening	$ 8,725,841	$ 1,309,000	$ 1,397,000	$ -	$ 400,000.00	$ -	$ 305,404	100%	$ 12,137,000	$ 12,137,000
C-65	MILAM-LOOP 288	MILAM	LOOP 288	14,335	SA	New	$ 25,532,494	$ 3,830,000	$ 4,086,000	$ -	$ 400,000.00	$ 1,440,000.00	$ 893,637	100%	$ 36,182,000	$ 36,182,000

City of Denton - 2022 Roadway Impact Fee Study
Service Area C Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Percent in Service Area	Total Cost	Cost in Service Area
		From	To				Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%			
C-66	MILAM-US 77	MILAM	GANZER	7,975	SA	New	$ 14,204,509	$ 2,131,000	$ 2,273,000	$ -	$ -	$ 1,440,000.00	$ 497,158	100%	$ 20,546,000	$ 20,546,000
C-67	MILAM-US 77	GANZER	LONG	3,875	SA	Widening	$ 8,226,918	$ 1,235,000	$ 1,317,000	$ -	$ 500,000.00	$ -	$ 287,942	100%	$ 11,567,000	$ 11,567,000
C-68	MILAM-US 77	LONG	US 77	2,800	SA	New	$ 4,987,163	$ 749,000	$ 798,000	$ -	$ 400,000.00	$ 250,000.00	$ 174,551	100%	$ 7,359,000	$ 7,359,000
C-69	NICOSIA	LOOP 288	BEALL	645	C	New	$ 682,266	$ 103,000	$ 110,000	$ -	$ -	$ 250,000.00	$ 23,879	100%	$ 1,169,000	$ 1,169,000
C-70	THOMAS J EGAN	US 380	JIM CHRISTAL	4,010	SA	Widening	$ 8,513,533	$ 1,278,000	$ 1,363,000	$ -	$ 900,000.00	$ -	$ 297,974	100%	$ 12,353,000	$ 12,353,000
C-71	WESTERN	US 380	JIM CHRISTAL	4,245	PA	Widening	$ 10,631,197	$ 1,595,000	$ 1,701,000	$ -	$ 400,000.00	$ -	$ 372,092	100%	$ 14,699,000	$ 14,699,000
TOTAL															**$ 695,918,000**	**$ 587,514,000**

City of Denton - 2022 Roadway Impact Fee Study
Service Area D Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Percent in Service Area	Total Cost	Cost in Service Area
		From	To				Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%			
D-1	BOBCAT	560' W OF FM 2164	FM 2164	560	SA	Widening	$ 1,188,922	$ 179,000	$ 191,000	$ -	$ -	$ -	$ 41,612	50%	$ 1,601,000	$ 800,500
D-2	FISHTRAP	MINGO	GEESLING	1,890	C	New	$ 1,999,199	$ 300,000	$ 320,000	$ -	$ -	$ 250,000.00	$ 69,972	50%	$ 2,939,000	$ 1,469,500
D-3	GANZER	15,500' E OF SHERMAN	4600' W OF SHERMAN	17,985	PA	New	$ 39,543,260	$ 5,932,000	$ 6,327,000	$ -	$ -	$ 750,000.00	$ 1,384,014	100%	$ 53,936,000	$ 53,936,000
D-4	GRIBBLE SPRINGS	INDIAN WELLS	3015' W OF INDIAN WELLS	3,015	SA	Widening	$ 6,401,073	$ 961,000	$ 1,025,000	$ -	$ -	$ 250,000.00	$ 224,038	50%	$ 8,861,000	$ 4,430,500
D-5	HARTLEE FIELD	4220' E OF COOPER CREEK	COOPER CREEK	4,220	SA	Widening	$ 8,959,379	$ 1,344,000	$ 1,434,000	$ -	$ -	$ -	$ 313,578	50%	$ 12,051,000	$ 6,025,500
D-6	HARTLEE FIELD	COOPER CREEK	5170' W OF COOPER CREEK	5,170	SA	Widening	$ 10,976,301	$ 1,647,000	$ 1,757,000	$ -	$ -	$ -	$ 384,171	50%	$ 14,764,000	$ 7,382,000
D-7	HARTLEE FIELD	600' E OF SHERMAN	SHERMAN	600	C	Widening	$ 634,667	$ 96,000	$ 102,000	$ -	$ -	$ -	$ 22,213	50%	$ 855,000	$ 427,500
D-8	HARTLEE FLD-FM 2164	HARTLEE FIELD	SHERMAN	2,250	SA	New	$ 4,007,542	$ 602,000	$ 642,000	$ -	$ -	$ -	$ 140,264	100%	$ 5,392,000	$ 5,392,000
D-9	HARTLEE FLD-FM 2164	SHERMAN	3500' W OF SHERMAN	3,500	SA	New	$ 6,233,954	$ 936,000	$ 998,000	$ -	$ -	$ -	$ 218,188	100%	$ 8,386,000	$ 8,386,000
D-10	HARTLEE FLD-FM 2164	STUART	1485' W OF STUART	1,485	SA	New	$ 2,644,978	$ 397,000	$ 424,000	$ -	$ -	$ 250,000.00	$ 92,574	50%	$ 3,809,000	$ 1,904,500
D-11	HARTLEE FLD-FM 2164	475' W OF FM 2164	FM 2164	475	SA	New	$ 846,037	$ 127,000	$ 136,000	$ -	$ -	$ -	$ 29,611	100%	$ 1,139,000	$ 1,139,000
D-12	LONG	510' W OF FM 2164	FM 2164	510	C	New	$ 539,467	$ 81,000	$ 87,000	$ -	$ -	$ -	$ 18,881	100%	$ 726,000	$ 726,000
D-13	MINGO	E CITY LIMITS	COOPER CREEK	460	SA	Widening	$ 976,615	$ 147,000	$ 157,000	$ -	$ -	$ -	$ 34,182	100%	$ 1,315,000	$ 1,315,000
D-14	MINGO	COOPER CREEK	LOOP 288	2,305	SA	Widening	$ 4,893,689	$ 735,000	$ 783,000	$ -	$ -	$ -	$ 171,279	100%	$ 6,583,000	$ 6,583,000
D-15	MINGO	LOOP 288	US 380	2,275	SA	Widening	$ 4,829,997	$ 725,000	$ 773,000	$ -	$ -	$ 1,440,000.00	$ 169,050	100%	$ 7,937,000	$ 7,937,000
D-16	KINGS ROW	SILVER DOME	LOOP 288	2,655	C	Widening	$ 2,808,399	$ 422,000	$ 450,000	$ -	$ -	$ -	$ 98,294	100%	$ 3,779,000	$ 3,779,000
D-17	SILVER DOME	COOPER CREEK	FARRIS RD	2,190	C	Widening	$ 2,316,533	$ 348,000	$ 371,000	$ -	$ -	$ -	$ 81,079	50%	$ 3,117,000	$ 1,558,500
D-18	COLLINS	HARTLEE FIELD	2730' S OF HARTLEE FIELD	4,440	C	Widening	$ 4,696,532	$ 705,000	$ 752,000	$ -	$ -	$ 500,000.00	$ 164,379	50%	$ 6,818,000	$ 3,409,000
D-19	COOPER CREEK	SHERMAN	HARTLEE FIELD	10,065	SA	New	$ 17,927,070	$ 2,690,000	$ 2,869,000	$ -	$ -	$ 1,440,000.00	$ 627,447	100%	$ 25,554,000	$ 25,554,000
D-20	COOPER CREEK	SILVER DOME	MINGO	4,360	SA	Widening	$ 9,256,609	$ 1,389,000	$ 1,482,000	$ -	$ -	$ -	$ 323,981	50%	$ 12,452,000	$ 6,226,000
D-21	COOPER CREEK	MINGO	US 380	1,680	PA	Widening	$ 4,207,399	$ 632,000	$ 674,000	$ 1,200,000	$ 500,000.00	$ -	$ 147,259	100%	$ 7,361,000	$ 7,361,000
C-53,D-22	FM 2164	MILAM	LOOP 288	13,855	PA	Widening	$ 34,698,524	$ 5,205,000	$ 5,552,000	$ -	$1,500,000.00	$ 1,755,000.00	$ 1,214,448	50%	$ 49,925,000	$ 24,962,500
D-23	GREEN VALLEY	2395' S OF FM 2153	2935' N OF SHEPARD	7,765	PA	New	$ 17,072,750	$ 2,561,000	$ 2,732,000	$ -	$ 500,000.00	$ 1,000,000.00	$ 597,546	100%	$ 24,463,000	$ 24,463,000
D-24	GREEN VALLEY	WARSCHUN	SHERMAN	2,095	SA	Widening	$ 4,447,843	$ 668,000	$ 712,000	$ -	$ -	$ 250,000.00	$ 155,675	100%	$ 6,234,000	$ 6,234,000
D-25	INDIAN WELLS	1615' S OF FM 2153	4930' N OF GRIBBLE SPRINGS	3,870	SA	New	$ 6,892,972	$ 1,034,000	$ 1,103,000	$ -	$ 500,000.00	$ 250,000.00	$ 241,254	100%	$ 10,021,000	$ 10,021,000
D-26	INDIAN WELLS	4930' N OF GRIBBLE SPRINGS	2905' N OF GRIBBLE SPRINGS	2,025	SA	New	$ 3,606,788	$ 542,000	$ 578,000	$ -	$ -	$ -	$ 126,238	50%	$ 4,853,000	$ 2,426,500
D-27	INDIAN WELLS	2905' N OF GRIBBLE SPRINGS	GRIBBLE SPRINGS	2,905	SA	Widening	$ 6,167,534	$ 926,000	$ 987,000	$ -	$ -	$ -	$ 215,864	50%	$ 8,296,000	$ 4,148,000
C-54,D-28	LOCUST	LOOP 288	HERCULES	2,260	SA	Widening	$ 4,798,151	$ 720,000	$ 768,000	$ -	$ -	$ 500,000.00	$ 167,935	50%	$ 6,954,000	$ 3,477,000
C-55,D-29	LOCUST	HERCULES	BELL	2,375	SA	Widening	$ 5,042,304	$ 757,000	$ 807,000	$ -	$ 400,000.00	$ 250,000.00	$ 176,481	50%	$ 7,433,000	$ 3,716,500
C-56,D-30	LOCUST	BELL	WINDSOR	1,270	SA	Widening	$ 2,696,306	$ 405,000	$ 432,000	$ -	$ -	$ -	$ 94,371	50%	$ 3,628,000	$ 1,814,000
C-57,D-31	LOCUST	WINDSOR	FM 2164	1,345	SA	Widening	$ 2,855,537	$ 429,000	$ 457,000	$ -	$ -	$ -	$ 99,944	50%	$ 3,841,000	$ 1,920,500
D-32	SHERMAN	LOOP 288	HERCULES	1,650	SA	Widening	$ 3,503,075	$ 526,000	$ 561,000	$ -	$ -	$ -	$ 122,608	100%	$ 4,713,000	$ 4,713,000
D-33	SHERMAN	HERCULES	KINGS	1,910	SA	Widening	$ 4,055,074	$ 609,000	$ 649,000	$ -	$ -	$ -	$ 141,928	100%	$ 5,455,000	$ 5,455,000
D-34	SHERMAN	KINGS	WINDSOR	2,025	SA	Widening	$ 4,299,228	$ 645,000	$ 688,000	$ -	$ -	$ 1,440,000.00	$ 150,473	100%	$ 7,223,000	$ 7,223,000
D-35	SHERMAN	WINDSOR	WILSONWOOD	1,000	SA	Widening	$ 2,123,076	$ 319,000	$ 340,000	$ -	$ -	$ -	$ 74,308	100%	$ 2,856,000	$ 2,856,000
D-36	SHERMAN	WILSONWOOD	CORONADO	1,165	SA	Widening	$ 2,473,383	$ 372,000	$ 396,000	$ -	$ -	$ -	$ 86,568	100%	$ 3,328,000	$ 3,328,000
D-37	SHERMAN	CORONADO	GREENWOOD	1,640	SA	Widening	$ 3,481,844	$ 523,000	$ 558,000	$ -	$ -	$ -	$ 121,865	100%	$ 4,685,000	$ 4,685,000
D-38	SHERMAN	GREENWOOD	BELL	825	SA	Widening	$ 1,751,537	$ 263,000	$ 281,000	$ -	$ -	$ -	$ 61,304	100%	$ 2,357,000	$ 2,357,000
D-39	SHERMAN	BELL	LOCUST	1,715	SA	Widening	$ 3,641,075	$ 547,000	$ 583,000	$ -	$ -	$ -	$ 127,438	100%	$ 4,899,000	$ 4,899,000
D-40	WINDSOR	LOOP 288	DOMINION	860	C	New	$ 909,689	$ 137,000	$ 146,000	$ -	$ -	$ -	$ 31,839	100%	$ 1,225,000	$ 1,225,000
						TOTAL									**$ 351,764,000**	**$ 275,665,500**

City of Denton - 2022 Roadway Impact Fee Study
Service Area E Impact Fee CIP

#	Roadway Name	Limits		Length (FT)	Roadway Classification	Roadway Status	Construction Cost	Contingency/ ROW	Engineering/ Survey/SUE	Railroad Crossings	Intersections	Streams/Channel Crossings	Inspection/ Materials Testing	Previous City Contribution	Percent in Service Area	Total Cost	Cost in Service Area
		From	To				Pavement and Allowances	15%	16%	Cost	Cost	Total Drainage Cost	3.5%				
E-1	AUDRA	LOOP 288	1185' W OF LOOP 288	1,185	C	New	$ 1,253,466	$ 189,000	$ 201,000	$ -	$ -	$ -	$ 43,871	$ -	100%	$ 1,687,000	$ 1,687,000
E-2	BLAGG	LAKEVIEW	GEESLING	3,740	SA	Widening	$ 7,940,303	$ 1,192,000	$ 1,271,000	$ -	$ 500,000.00	$ -	$ 277,911	$ -	100%	$ 11,181,000	$ 11,181,000
E-3	BLAGG	GEESLING	2175' W OF GEESLING	2,175	SA	Widening	$ 4,617,689	$ 693,000	$ 739,000	$ -	$ -	$ 1,440,000.00	$ 161,619	$ -	100%	$ 7,651,000	$ 7,651,000
E-4	BLAGG	235' E OF MAYHILL	MAYHILL	235	SA	New	$ 418,565	$ 63,000	$ 67,000	$ -	$ -	$ -	$ 14,650	$ -	50%	$ 563,000	$ 281,500
E-5	DALLAS	TEASLEY	IH 35E	4,590	PA (1/3)	Widening	$ 2,693,569	$ 405,000	$ 431,000	$ -	$ -	$ -	$ 94,275	$ -	100%	$ 3,624,000	$ 3,624,000
E-6	DUCHESS	TRAILHEAD	WOODROW	4,005	C	New	$ 4,236,399	$ 636,000	$ 678,000	$ -	$ -	$ 250,000.00	$ 148,274	$ -	100%	$ 5,949,000	$ 5,949,000
E-7	FM 426	LANEY	GRISSOM	2,995	SA	Widening	$ 6,358,611	$ 954,000	$ 1,018,000	$ -	$ 1,400,000.00	$ -	$ 222,551	$ -	100%	$ 9,953,000	$ 9,953,000
E-8	MCKINNEY	GRISSOM	LOOP 288	8,735	Completed	Widening	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,550,811.44	100%	$ 1,551,000	$ 1,551,000
E-9	MCKINNEY	LOOP 288	CARDINAL	670	SA	Widening	$ 1,422,461	$ 214,000	$ 228,000	$ -	$ -	$ -	$ 49,786	$ -	100%	$ 1,914,000	$ 1,914,000
E-10	MCKINNEY	CARDINAL	MOCKINGBIRD	1,145	SA	Widening	$ 2,430,922	$ 365,000	$ 389,000	$ -	$ -	$ -	$ 85,082	$ -	100%	$ 3,270,000	$ 3,270,000
E-11	MCKINNEY	MOCKINGBIRD	MACK	3,245	SA	Widening	$ 6,889,380	$ 1,034,000	$ 1,103,000	$ -	$ -	$ -	$ 241,128	$ -	100%	$ 9,268,000	$ 9,268,000
E-12	MCKINNEY	MACK	AUDRA	1,540	SA	Widening	$ 3,269,536	$ 491,000	$ 524,000	$ -	$ -	$ -	$ 114,434	$ -	100%	$ 4,399,000	$ 4,399,000
E-13	MILLS	TRINITY	MAYHILL	7,415	SA	Widening	$ 15,742,605	$ 2,362,000	$ 2,519,000	$ -	$ 500,000.00	$ 1,440,000.00	$ 550,991	$ -	100%	$ 23,115,000	$ 23,115,000
E-14	MILLS	LAKEVIEW	MAYHILL	2,185	SA	New	$ 3,891,768	$ 584,000	$ 623,000	$ -	$ -	$ -	$ 136,212	$ -	100%	$ 5,235,000	$ 5,235,000
E-15	MINGO	US 380	OLD NORTH	760	SA	Widening	$ 1,613,537	$ 243,000	$ 259,000	$ -	$ -	$ -	$ 56,474	$ -	100%	$ 2,172,000	$ 2,172,000
E-16	MINGO	OLD NORTH	NOTTINGHAM	2,545	SA	Widening	$ 5,403,227	$ 811,000	$ 865,000	$ -	$ -	$ -	$ 189,113	$ -	100%	$ 7,268,000	$ 7,268,000
E-17	MINGO	NOTTINGHAM	PERTAIN	2,935	SA	Widening	$ 6,231,227	$ 935,000	$ 997,000	$ -	$ -	$ -	$ 218,093	$ -	100%	$ 8,381,000	$ 8,381,000
E-18	MINGO	PERTAIN	RUDDELL	945	SA	Widening	$ 2,006,306	$ 301,000	$ 322,000	$ -	$ -	$ -	$ 70,221	$ -	100%	$ 2,700,000	$ 2,700,000
E-19	MINGO	RUDDELL	WILLIS	600	SA	Widening	$ 1,273,845	$ 192,000	$ 204,000	$ -	$ -	$ -	$ 44,585	$ -	100%	$ 1,714,000	$ 1,714,000
E-20	MINGO	WILLIS	WITHERS	2,305	SA	Widening	$ 4,893,689	$ 735,000	$ 783,000	$ -	$ -	$ -	$ 171,279	$ -	100%	$ 6,583,000	$ 6,583,000
E-21	MINGO	WITHERS	PAISLEY	235	SA	Widening	$ 498,923	$ 75,000	$ 80,000	$ -	$ -	$ -	$ 17,462	$ -	100%	$ 671,000	$ 671,000
E-22	MINGO	PAISLEY	BELL	985	SA	Widening	$ 2,091,229	$ 314,000	$ 335,000	$ -	$ -	$ -	$ 73,193	$ -	100%	$ 2,813,000	$ 2,813,000
E-23	MORSE	MAYHILL	KIMBERLY	1,145	SA (1/2)	Widening	$ 1,091,823	$ 164,000	$ 175,000	$ -	$ 500,000.00	$ -	$ 38,214	$ -	100%	$ 1,969,000	$ 1,969,000
E-24	SHADY OAKS	WOODROW	TEASLEY	3,070	SA	Widening	$ 6,517,842	$ 978,000	$ 1,043,000	$ 1,200,000	$ -	$ -	$ 228,124	$ -	100%	$ 9,967,000	$ 9,967,000
E-25	SPENCER	MAYHILL	LOOP 288	2,315	SA	Widening	$ 4,914,920	$ 738,000	$ 787,000	$ -	$ -	$ 250,000.00	$ 172,022	$ -	100%	$ 6,862,000	$ 6,862,000
E-26	TREATMENT PLANT	MCKINNEY	POST OAK	3,325	C	New	$ 3,517,110	$ 528,000	$ 563,000	$ -	$ -	$ -	$ 123,099	$ -	100%	$ 4,731,000	$ 4,731,000
E-27	TREATMENT PLANT	POST OAK	1325' W OF POST OAK	1,325	SA	New	$ 2,359,997	$ 354,000	$ 378,000	$ -	$ 400,000.00	$ 1,440,000.00	$ 82,600	$ -	100%	$ 5,015,000	$ 5,015,000
E-28	TREATMENT PLANT	1325' W OF POST OAK	MAYHILL	3,960	SA	Widening	$ 8,407,379	$ 1,262,000	$ 1,346,000	$ -	$ -	$ -	$ 294,258	$ -	100%	$ 11,310,000	$ 11,310,000
C-45,E-29	BONNIE BRAE	US 380	PANHANDLE	2,910	SA	Widening	$ 6,178,150	$ 927,000	$ 989,000	$ -	$ -	$ -	$ 216,235	$ -	50%	$ 8,310,000	$ 4,155,000
C-46,E-30	BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	SA	Widening	$ 2,271,691	$ 341,000	$ 364,000	$ -	$ -	$ -	$ 79,509	$ -	50%	$ 3,056,000	$ 1,528,000
C-47,E-31	BONNIE BRAE	SCRIPTURE	OAK	1,180	SA	Widening	$ 2,505,229	$ 376,000	$ 401,000	$ -	$ -	$ -	$ 87,683	$ -	50%	$ 3,370,000	$ 1,685,000
C-48,E-32	BONNIE BRAE	OAK	HICKORY	380	SA	Widening	$ 806,769	$ 122,000	$ 130,000	$ -	$ -	$ -	$ 28,237	$ -	50%	$ 1,087,000	$ 543,500
C-49,E-33	BONNIE BRAE	HICKORY	PRAIRIE	1,425	SA	Widening	$ 3,025,383	$ 454,000	$ 485,000	$ -	$ -	$ -	$ 105,888	$ -	50%	$ 4,070,000	$ 2,035,000
C-50,E-34	BONNIE BRAE	PRAIRIE	IH 35E	860	SA	Widening	$ 1,825,845	$ 274,000	$ 293,000	$ -	$ -	$ -	$ 63,905	$ -	50%	$ 2,457,000	$ 1,228,500
E-35	CARDINAL	ORIOLE	MCKINNEY	2,225	C	New	$ 2,353,555	$ 354,000	$ 377,000	$ -	$ -	$ -	$ 82,374	$ -	100%	$ 3,167,000	$ 3,167,000
E-36	GEESLING	US 380	BLAGG	2,445	PA	Widening	$ 6,123,269	$ 919,000	$ 980,000	$ -	$ -	$ -	$ 214,314	$ -	100%	$ 8,237,000	$ 8,237,000
E-37	GEESLING	US 380	BLAGG	5,395	PA	New	$ 11,861,879	$ 1,780,000	$ 1,898,000	$ -	$ 500,000.00	$ 1,755,000.00	$ 415,166	$ -	100%	$ 18,210,000	$ 18,210,000
E-38	LAKEVIEW	POST OAK	SHADY SHORES	1,385	PA (1/3)	Widening	$ 812,765	$ 122,000	$ 131,000	$ 1,200,000	$ -	$ -	$ 28,447	$ -	100%	$ 2,294,000	$ 2,294,000
E-39	MAYHILL	US 380	PROMINENCE	2,335	PA (1/3)	Widening	$ 1,370,258	$ 206,000	$ 220,000	$ -	$ -	$ -	$ 47,959	$ 622,429.41	100%	$ 2,467,000	$ 2,467,000
E-40	MAYHILL	PROMINENCE	770' N OF RUSSELL NEWMAN	2,040	PA (1/3)	Widening	$ 1,197,142	$ 180,000	$ 192,000	$ -	$ -	$ -	$ 41,900	$ 543,792.72	100%	$ 2,155,000	$ 2,155,000
E-41	MAYHILL	770' N OF RUSSELL NEWMAN	RUSSELL NEWMAN	775	PA (1/3)	Widening	$ 454,796	$ 69,000	$ 73,000	$ -	$ -	$ -	$ 15,918	$ 206,587.92	50%	$ 819,000	$ 409,500
E-42	MAYHILL	RUSSELL NEWMAN	460' S OF RUSSELL NEWMAN	460	PA (1/3)	Widening	$ 269,944	$ 41,000	$ 44,000	$ -	$ -	$ -	$ 9,448	$ 122,619.93	50%	$ 487,000	$ 243,500
E-43	MAYHILL	460' S OF RUSSELL NEWMAN	MILLS	1,080	PA (1/3)	Widening	$ 633,781	$ 96,000	$ 102,000	$ -	$ -	$ -	$ 22,182	$ 287,890.26	100%	$ 1,142,000	$ 1,142,000
E-44	MAYHILL	MILLS	MCKINNEY	1,955	PA (1/3)	Widening	$ 1,147,261	$ 173,000	$ 184,000	$ -	$ -	$ -	$ 40,154	$ 521,134.69	100%	$ 2,066,000	$ 2,066,000
E-45	MAYHILL	MCKINNEY	MORSE	2,045	PA (1/3)	Widening	$ 1,200,076	$ 181,000	$ 193,000	$ -	$ -	$ -	$ 42,003	$ 545,125.55	100%	$ 2,161,000	$ 2,161,000
E-46	MAYHILL	MORSE	SPENCER	3,520	PA (1/3)	Widening	$ 2,065,656	$ 310,000	$ 331,000	$ -	$ -	$ -	$ 72,298	$ 938,309.01	100%	$ 3,717,000	$ 3,717,000
E-47	MAYHILL	SPENCER	EDWARDS	3,185	PA (1/3)	Widening	$ 1,869,067	$ 281,000	$ 300,000	$ -	$ 500,000.00	$ -	$ 65,417	$ 849,009.71	100%	$ 3,864,000	$ 3,864,000
E-48	MAYHILL	2725' N OF COLORADO	COLORADO	2,725	PA (1/3)	New	$ 1,599,123	$ 240,000	$ 256,000	$ 1,200,000	$ 400,000.00	$ -	$ 55,969	$ 726,389.79	100%	$ 4,477,000	$ 4,477,000
E-49	MAYHILL	COLORADO	IH 35E	2,330	PA (1/3)	Widening	$ 1,367,324	$ 206,000	$ 219,000	$ -	$ -	$ -	$ 47,856	$ -	100%	$ 1,840,000	$ 1,840,000
E-50	MAYHILL CONNECTOR	MAYHILL	QUAILCREEK	700	PA	New	$ 1,539,076	$ 231,000	$ 247,000	$ -	$ -	$ -	$ 53,868	$ -	100%	$ 2,071,000	$ 2,071,000
E-51	MOCKINGBIRD	MCKINNEY	625' N OF DUCHESS	855	C	New	$ 904,400	$ 136,000	$ 145,000	$ -	$ -	$ -	$ 31,654	$ -	100%	$ 1,217,000	$ 1,217,000
E-52	MOCKINGBIRD	DUCHESS	SHADY OAKS	2,170	SA	New	$ 3,865,051	$ 580,000	$ 619,000	$ -	$ 400,000.00	$ 1,440,000.00	$ 135,277	$ -	100%	$ 7,039,000	$ 7,039,000
E-53	MOCKINGBIRD	SHADY OAKS	SPENCER	2,805	SA	New	$ 4,996,069	$ 750,000	$ 800,000	$ -	$ -	$ -	$ 174,862	$ -	100%	$ 6,721,000	$ 6,721,000
E-54	POST OAK	MILLS	SPENCER	6,840	PA	New	$ 15,038,971	$ 2,256,000	$ 2,407,000	$ -	$ -	$ -	$ 526,364	$ -	100%	$ 20,228,000	$ 20,228,000
E-55	POST OAK	TREATMENT PLANT	EDWARDS	6,685	PA	New	$ 14,698,176	$ 2,205,000	$ 2,352,000	$ -	$ -	$ 1,755,000.00	$ 514,436	$ -	100%	$ 21,525,000	$ 21,525,000
E-56	POST OAK	EDWARDS	POCKRUS PAGE	2,710	PA	New	$ 5,958,423	$ 894,000	$ 954,000	$ -	$ -	$ -	$ 208,545	$ -	100%	$ 8,015,000	$ 8,015,000
E-57	SWISHER	EDWARDS	POCKRUS PAGE	2,635	C	New	$ 2,787,244	$ 419,000	$ 446,000	$ -	$ -	$ -	$ 97,554	$ -	100%	$ 3,750,000	$ 3,750,000
E-58	TEASLEY	DALLAS	IH 35E	1,870	PA (1/3)	Widening	$ 1,097,380	$ 165,000	$ 176,000	$ -	$ 600,000.00	$ -	$ 38,408	$ -	100%	$ 2,077,000	$ 2,077,000
E-59	N STAR	SPENCER	ROY	1,705	C	New	$ 1,803,511	$ 271,000	$ 289,000	$ -	$ -	$ -	$ 63,123	$ -	100%	$ 2,427,000	$ 2,427,000
E-60	ROY	MAYHILL	N STAR	1,120	C	New	$ 1,184,711	$ 178,000	$ 190,000	$ -	$ -	$ -	$ 41,465	$ -	100%	$ 1,594,000	$ 1,594,000
						TOTAL										**$ 317,633,000**	**$ 305,523,500**

City of Denton

Kimley-Horn

2022 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name: Primary Arterial (New)	**Notes:**
Limits:	
Classification: PA	
ROW Width (feet): 135	
Length (feet): 5,280	

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	24,700	CY	$ 18.00	$ 444,600
2	12" Lime Stabilization (with Lime @ 46#/sy)	47,000	SY	$ 20.75	$ 975,250
3	11" Concrete Pavement and Curb	44,600	SY	$ 80.00	$ 3,568,000
4	8' Concrete Sidewalk and 10' Concrete Trail (6" Depth)	95,100	SF	$ 7.50	$ 713,250
5	4" Topsoil	2,700	CY	$ 45.00	$ 121,500
6	Block Sodding	24,100	SY	$ 12.00	$ 289,200
7	12' Wide Turn Lane (300 LF Long)	8,600	SY	$ 80.00	$ 688,000
				Paving Subtotal:	$ 6,799,800

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 339,500.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	2%	$ 135,800.00
√ Traffic Control	Maintain Existing Traffic	2%	$ 135,800.00
√ Pavement Markings/Signs		2%	$ 135,800.00
√ Roadway Drainage	Standard Internal System	30%	$ 2,036,700.00
Concrete Driveways	Driveways (Every 100')	$ -	$ -
√ Irrigation	Basic	3%	$ 203,700.00
√ Illumination	Street Light Foundations and Conduit	7%	$ 475,300.00
√ Water	Minor Adjustments	10%	$ 678,900.00
√ Sewer	Minor Adjustments	10%	$ 678,900.00
√ SWPPP		2%	$ 135,800.00
Other:			$ -
		Allowance Subtotal:	**$ 4,956,200**
		Paving and Allowance SUBTOTAL:	**$ 11,756,000**
		Subtotal Price per Lane Mile	**$ 1,960,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 11,756,000
Construction Contingency/Right-of-Way		15%	$ 1,764,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 1,881,000
Inspections/Material Testing		3.5%	$ 412,000
		Roadway Cost TOTAL:	**$ 15,813,000**
		Price per Linear Foot (PA):	**$ 3,000**
		Price per Lane Mile	**$ 2,636,000**

NOTE: The planning level cost projections provided have been developed for the Denton Mobility Plan, and should not be used for any future Capital Improvement Planning within the City of Denton. No Engineering evaluation was used in the development of the costs. Generic costs and percentages were developed for paving unit prices, allowances, intersections, drainage crossings, and railroad crossings. Percentages have also been provided for contingencies/ROW, Engineering/Survey/SUE, Inspections/Material Testing, and Staff Time. The costs and percentages are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construciton costs will not vary from its opinions of probable costs.

City of Denton

Kimley-Horn

2022 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Primary Arterial (Widening)**
Limits:	
Classification:	**PA**
ROW Width (feet):	**135**
Length (feet):	**5,280**

Notes:

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	24,700	CY	$ 18.00	$ 444,600
2	12" Lime Stabilization (with Lime @ 46#/sy)	47,000	SY	$ 20.75	$ 975,250
3	11" Concrete Pavement and Curb	44,600	SY	$ 80.00	$ 3,568,000
4	8' Concrete Sidewalk and 10' Concrete Trail (6" Depth)	95,100	SF	$ 7.50	$ 713,250
5	4" Topsoil	2,700	CY	$ 45.00	$ 121,500
6	Block Sodding	24,100	SY	$ 12.00	$ 289,200
7	12' Wide Turn Lane (300 LF Long)	8,600	SY	$ 80.00	$ 688,000
				Paving Subtotal:	$ 6,799,800

Major Construction Component Allowances:

	Item Description	Notes:	Allowance	Item Cost
√	Mobilization		5%	$ 339,500.00
√	Removals/Prepare Right-of-Way	Only for Reconstruction	10%	$ 678,900.00
√	Traffic Control	Maintain Existing Traffic	10%	$ 678,900.00
√	Pavement Markings/Signs		2%	$ 135,800.00
√	Roadway Drainage	Standard Internal System	30%	$ 2,036,700.00
√	Concrete Driveways	Driveways (Every 100')	$ 5,000.00	$ 528,000.00
√	Irrigation	Basic	3%	$ 203,700.00
√	Illumination	Street Light Foundations and Conduit	7%	$ 475,300.00
√	Water	Minor Adjustments	10%	$ 678,900.00
√	Sewer	Minor Adjustments	10%	$ 678,900.00
√	SWPPP		4%	$ 271,600.00
	Other:			$ -
			Allowance Subtotal:	**$ 6,706,200**
			Paving and Allowance SUBTOTAL:	**$ 13,506,000**
			Subtotal Price per Lane Mile	**$ 2,251,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 13,506,000
Construction Contingency/Right-of-Way		15%	$ 2,026,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 2,161,000
Inspections/Material Testing		3.5%	$ 473,000
		Roadway Cost TOTAL:	**$ 18,166,000**
		Price per Linear Foot (PA):	**$ 3,500**
		Price per Lane Mile	**$ 3,028,000**

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City of Denton

Kimley-Horn

2020 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Primary Arterial (Half Roadway)**	**Notes:**
Limits:		
Classification:	**PA (4/6)**	
ROW Width (feet):	**135**	
Length (feet):	**5,280**	

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	16,600	CY	$ 18.00	$ 298,800
2	12" Lime Stabilization (with Lime @ 46#/sy)	31,400	SY	$ 20.75	$ 651,550
3	11" Concrete Pavement and Curb	29,700	SY	$ 80.00	$ 2,376,000
4	10' Concrete Trail (6" Depth)	52,800	SF	$ 7.50	$ 396,000
5	4" Topsoil	2,200	CY	$ 45.00	$ 99,000
6	Block Sodding	19,400	SY	$ 12.00	$ 232,800
7	12' Wide Turn Lane (300 LF Long)	8,600	SY	$ 80.00	$ 688,000
				Paving Subtotal:	$ 4,742,150

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 236,400.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	5%	$ 236,400.00
√ Traffic Control	Maintain Existing Traffic	5%	$ 236,400.00
√ Pavement Markings/Signs		2%	$ 94,600.00
√ Roadway Drainage	Standard Internal System	20%	$ 945,600.00
√ Concrete Driveways	Driveways (Every 100')	$ 5,000.00	$ 264,000.00
√ Irrigation	Basic	3%	$ 141,900.00
√ Illumination	Street Light Foundations and Conduit	3%	$ 141,900.00
√ Water	Minor Adjustments	3%	$ 141,900.00
√ Sewer	Minor Adjustments	3%	$ 141,900.00
√ SWPPP		4%	$ 189,200.00
Other:			$ -
		Allowance Subtotal:	**$ 2,770,200**
		Paving and Allowance SUBTOTAL:	**$ 7,513,000**
		Subtotal Price per Lane Mile	**$ 1,879,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 7,513,000
Construction Contingency/Right-of-Way		15%	$ 1,127,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 1,203,000
Inspections/Material Testing		3.5%	$ 263,000
		Roadway Cost TOTAL:	**$ 10,106,000**
		Price per Linear Foot (PA):	**$ 2,000**
		Price per Lane Mile	**$ 2,527,000**

NOTE: The planning level cost projections provided have been developed for the Denton Mobility Plan, and should not be used for any future Capital Improvement Planning within the City of Denton. No Engineering evaluation was used in the development of the costs. Generic costs and percentages were developed for paving unit prices, allowances, intersections, drainage crossings, and railroad crossings. Percentages have also been provided for contingencies/ROW, Engineering/Survey/SUE, Inspections/Material Testing, and Staff Time. The costs and percentages are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construciton costs will not vary from its opinions of probable costs.

City of Denton

Kimley-Horn

2020 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Primary Arterial (Median Lanes)**
Limits:	
Classification:	**PA (1/3)**
ROW Width (feet):	**135**
Length (feet):	**5,280**

Notes:

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	7,400	CY	$ 18.00	$ 133,200
2	12" Lime Stabilization (with Lime @ 46#/sy)	5,300	SY	$ 20.75	$ 109,975
3	11" Concrete Pavement and Curb	14,700	SY	$ 80.00	$ 1,176,000
4	No Sidewalk - Median Widening	0	SF	$ 7.50	$ -
5	4" Topsoil	700	CY	$ 45.00	$ 31,500
6	Block Sodding	5,900	SY	$ 12.00	$ 70,800
7	12' Wide Turn Lane (300 LF Long)	8,600	SY	$ 80.00	$ 688,000
				Paving Subtotal:	$ 2,209,475

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 109,900.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	2%	$ 44,000.00
√ Traffic Control	Maintain Existing Traffic	10%	$ 219,800.00
√ Pavement Markings/Signs		2%	$ 44,000.00
√ Roadway Drainage	Standard Internal System	10%	$ 219,800.00
Concrete Driveways	Driveways (Every 100')	$ -	$ -
√ Irrigation	Basic	3%	$ 66,000.00
√ Illumination	Street Light Foundations and Conduit	3%	$ 66,000.00
√ Water	Minor Adjustments	3%	$ 66,000.00
√ Sewer	Minor Adjustments	3%	$ 66,000.00
√ SWPPP		4%	$ 88,000.00
Other:			$ -
		Allowance Subtotal:	**$ 989,500**
		Paving and Allowance SUBTOTAL:	**$ 3,199,000**
		Subtotal Price per Lane Mile	**$ 1,600,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 3,199,000
Construction Contingency/Right-of-Way		15%	$ 480,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 512,000
Inspections/Material Testing		3.5%	$ 112,000
		Roadway Cost TOTAL:	**$ 4,303,000**
		Price per Linear Foot (PA):	**$ 900**
		Price per Lane Mile	**$ 2,152,000**

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City of Denton

Kimley-Horn

2022 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Secondary Arterial (New)**	**Notes:**
Limits:		
Classification:	**SA**	
ROW Width (feet):	**110**	
Length (feet):	**5,280**	

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	22,300	CY	$ 18.00	$ 401,400
2	12" Lime Stabilization (with Lime @ 46#/sy)	42,300	SY	$ 20.75	$ 877,725
3	11" Concrete Pavement and Curb	39,900	SY	$ 80.00	$ 3,192,000
4	6' Concrete Sidewalk (4" Depth)	63,400	SF	$ 6.50	$ 412,100
5	4" Topsoil	2,100	CY	$ 45.00	$ 94,500
6	Block Sodding	18,800	SY	$ 12.00	$ 225,600
7	12' Wide Turn Lane (200 LF Long)	6,400	SY	$ 80.00	$ 512,000
				Paving Subtotal:	$ 5,715,325

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 260,100.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	2%	$ 104,100.00
√ Traffic Control	Maintain Existing Traffic	2%	$ 104,100.00
√ Pavement Markings/Signs		2%	$ 104,100.00
√ Roadway Drainage	Standard Internal System	30%	$ 1,560,100.00
Concrete Driveways	Driveways (Every 100')	$ -	$ -
√ Irrigation	Basic	3%	$ 156,100.00
√ Illumination	Street Light Foundations and Conduit	7%	$ 364,100.00
√ Water	Minor Adjustments	10%	$ 520,100.00
√ Sewer	Minor Adjustments	10%	$ 520,100.00
√ SWPPP		2%	$ 104,100.00
Other:			$ -
		Allowance Subtotal:	**$ 3,797,000**
		Paving and Allowance SUBTOTAL:	**$ 9,513,000**
		Subtotal Price per Lane Mile	**$ 2,379,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 9,513,000
Construction Contingency/Right-of-Way		15%	$ 1,427,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 1,523,000
Inspections/Material Testing		3.5%	$ 333,000
		Roadway Cost TOTAL:	**$ 12,796,000**
		Price per Linear Foot (PA):	**$ 2,500**
		Price per Lane Mile	**$ 3,199,000**

NOTE: The planning level cost projections provided have been developed for the Denton Mobility Plan, and should not be used for any future Capital Improvement Planning within the City of Denton. No Engineering evaluation was used in the development of the costs. Generic costs and percentages were developed for paving unit prices, allowances, intersections, drainage crossings, and railroad crossings. Percentages have also been provided for contingencies/ROW, Engineering/Survey/SUE, Inspections/Material Testing, and Staff Time. The costs and percentages are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construciton costs will not vary from its opinions of probable costs.

City of Denton

Kimley-Horn

2022 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Secondary Arterial (Widening)**
Limits:	
Classification:	**SA**
ROW Width (feet):	**110**
Length (feet):	**5,280**

Notes:

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	22,300	CY	$ 18.00	$ 401,400
2	12" Lime Stabilization (with Lime @ 46#/sy)	42,300	SY	$ 20.75	$ 877,725
3	11" Concrete Pavement and Curb	39,900	SY	$ 80.00	$ 3,192,000
4	6' Concrete Sidewalk (4" Depth)	63,400	SF	$ 6.50	$ 412,100
5	4" Topsoil	2,100	CY	$ 45.00	$ 94,500
6	Block Sodding	18,800	SY	$ 12.00	$ 225,600
7	12' Wide Turn Lane (200 LF Long)	6,400	SY	$ 80.00	$ 512,000
				Paving Subtotal:	$ 5,715,325

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 285,700.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	10%	$ 571,300.00
√ Traffic Control	Maintain Existing Traffic	10%	$ 571,300.00
√ Pavement Markings/Signs		2%	$ 114,300.00
√ Roadway Drainage	Standard Internal System	30%	$ 1,713,700.00
√ Concrete Driveways	Driveways (Every 100')	$ 5,000.00	$ 528,000.00
√ Irrigation	Basic	3%	$ 171,400.00
√ Illumination	Street Light Foundations and Conduit	7%	$ 399,900.00
√ Water	Minor Adjustments	10%	$ 571,300.00
√ Sewer	Minor Adjustments	10%	$ 571,300.00
√ SWPPP		4%	$ 228,500.00
Other:			$ -
		Allowance Subtotal:	**$ 5,726,700**
		Paving and Allowance SUBTOTAL:	**$ 11,443,000**
		Subtotal Price per Lane Mile	**$ 2,861,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 11,443,000
Construction Contingency/Right-of-Way		15%	$ 1,717,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 1,831,000
Inspections/Material Testing		3.5%	$ 401,000
		Roadway Cost TOTAL:	**$ 15,392,000**
		Price per Linear Foot (PA):	**$ 3,000**
		Price per Lane Mile	**$ 3,848,000**

NOTE: The planning level cost projections provided have been developed for the Denton Mobility Plan, and should not be used for any future Capital Improvement Planning within the City of Denton. No Engineering evaluation was used in the development of the costs. Generic costs and percentages were developed for paving unit prices, allowances, intersections, drainage crossings, and railroad crossings. Percentages have also been provided for contingencies/ROW, Engineering/Survey/SUE, Inspections/Material Testing, and Staff Time. The costs and percentages are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construciton costs will not vary from its opinions of probable costs.

City of Denton

Kimley-Horn

2020 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Secondary Arterial (Half Roadway)**
Limits:	
Classification:	**SA (1/2)**
ROW Width (feet):	**110**
Length (feet):	**5,280**

Notes:

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	11,200	CY	$ 18.00	$ 201,600
2	12" Lime Stabilization (with Lime @ 46#/sy)	21,200	SY	$ 20.75	$ 439,900
3	11" Concrete Pavement and Curb	20,000	SY	$ 80.00	$ 1,600,000
4	6' Concrete Sidewalk (4" Depth)	31,700	SF	$ 6.50	$ 206,050
5	4" Topsoil	1,700	CY	$ 45.00	$ 76,500
6	Block Sodding	14,700	SY	$ 12.00	$ 176,400
7	12' Wide Turn Lane (200 LF Long)	6,400	SY	$ 80.00	$ 512,000
				Paving Subtotal:	$ 3,212,450

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 160,100.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	5%	$ 160,100.00
√ Traffic Control	Maintain Existing Traffic	5%	$ 160,100.00
√ Pavement Markings/Signs		2%	$ 64,100.00
√ Roadway Drainage	Standard Internal System	20%	$ 640,400.00
√ Concrete Driveways	Driveways (Every 100')	$ 5,000.00	$ 264,000.00
√ Irrigation	Basic	3%	$ 96,100.00
√ Illumination	Street Light Foundations and Conduit	3%	$ 96,100.00
√ Water	Minor Adjustments	3%	$ 96,100.00
√ Sewer	Minor Adjustments	3%	$ 96,100.00
√ SWPPP		4%	$ 128,100.00
Other:			$ -
		Allowance Subtotal:	**$ 1,961,300**
		Paving and Allowance SUBTOTAL:	**$ 5,174,000**
		Subtotal Price per Lane Mile	**$ 2,587,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 5,174,000
Construction Contingency/Right-of-Way		15%	$ 777,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 828,000
Inspections/Material Testing		3.5%	$ 182,000
		Roadway Cost TOTAL:	**$ 6,961,000**
		Price per Linear Foot (PA):	**$ 1,400**
		Price per Lane Mile	**$ 3,481,000**

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City of Denton

Kimley-Horn

2022 Denton Mobility Plan - Roadway Costing

Planning Level Opinion of Probable Construction Cost

Project Information

Street Name:	**Collector (New)**	**Notes:**
Limits:		
Classification:	**C**	
ROW Width (feet):	**65**	
Length (feet):	**5,280**	

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Unclassified Street Earthwork	13,200	CY	$ 18.00	$ 237,600
2	8" Lime Stabilization (with Lime @ 46#/sy)	25,300	SY	$ 20.75	$ 524,975
3	8" Concrete Pavement and Curb	24,100	SY	$ 70.00	$ 1,687,000
4	5' Concrete Sidewalk (4" Depth)	52,800	SF	$ 6.50	$ 343,200
5	4" Topsoil	1,000	CY	$ 45.00	$ 45,000
6	Block Sodding	8,800	SY	$ 12.00	$ 105,600
7	Parking Lane	4,700	SY	$ 70.00	$ 329,000
				Paving Subtotal:	$ 3,272,375

Major Construction Component Allowances:

Item Description	Notes:	Allowance	Item Cost
√ Mobilization		5%	$ 163,400.00
√ Removals/Prepare Right-of-Way	Only for Reconstruction	2%	$ 65,400.00
√ Traffic Control	Maintain Existing Traffic	2%	$ 65,400.00
√ Pavement Markings/Signs		2%	$ 65,400.00
√ Roadway Drainage	Standard Internal System	30%	$ 979,900.00
Concrete Driveways	Driveways (Every 100')	$ -	$ -
√ Irrigation	Basic	3%	$ 98,000.00
√ Illumination	Street Light Foundations and Conduit	7%	$ 228,700.00
√ Water	Minor Adjustments	10%	$ 326,700.00
√ Sewer	Minor Adjustments	10%	$ 326,700.00
√ SWPPP		2%	$ 65,400.00
Other:			$ -
		Allowance Subtotal:	**$ 2,385,000**
		Paving and Allowance SUBTOTAL:	**$ 5,658,000**
		Subtotal Price per Lane Mile	**$ 2,829,000**

Denton Mobility Plan - Roadway Costing

Item Description	Notes	Allowance	Item Cost
Construction			$ 5,658,000
Construction Contingency/Right-of-Way		15%	$ 849,000
Railroad Crossings	Priced Per Roadway Segment		
Intersections	Priced Per Roadway Segment		
Streams/Channel Crossings	Priced Per Roadway Segment		
Engineering/Survey/SUE		16%	$ 906,000
Inspections/Material Testing		3.5%	$ 199,000
		Roadway Cost TOTAL:	**$ 7,612,000**
		Price per Linear Foot (PA):	**$ 1,500**
		Price per Lane Mile	**$ 3,806,000**

NOTE: The planning level cost projections provided have been developed for the Denton Mobility Plan, and should not be used for any future Capital Improvement Planning within the City of Denton. No Engineering evaluation was used in the development of the costs. Generic costs and percentages were developed for paving unit prices, allowances, intersections, drainage crossings, and railroad crossings. Percentages have also been provided for contingencies/ROW, Engineering/Survey/SUE, Inspections/Material Testing, and Staff Time. The costs and percentages are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construciton costs will not vary from its opinions of probable costs.

Appendix B – Roadway Impact Fee CIP Service Units of Supply

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area A

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
A-1	CORBIN	IH-35W	CORBIN	3,055	0.58	4	SECONDARY ARTERIAL	SA	Widening	9	100%	750	1740	5	1735	$ 10,164,000	$ 10,164,000.00
A-2	CORBIN	500' S OF SPRINGSIDE	CORBIN	1,410	0.27	4	SECONDARY ARTERIAL	SA	New	New	100%	750	810	0	810	$ 3,378,000	$ 3,378,000.00
A-3	FM 1515	IH 35W	CORBIN	5,990	1.13	6	PRIMARY ARTERIAL	PA	Widening	761	100%	850	5763	860	4,903	$ 23,533,000	$ 23,533,000
A-4	FM 1515	CORBIN	WESTERN	1,175	0.22	6	PRIMARY ARTERIAL	PA	Widening	460	100%	850	1122	101	1,021	$ 3,959,000	$ 3,959,000
A-5	FM 1515	WESTERN	WESTCOURT	1,555	0.29	6	PRIMARY ARTERIAL	PA	Widening	1,120	100%	850	1479	325	1,154	$ 7,495,000	$ 7,495,000
A-6	FM 1515	WESTCOURT	MASCH BRANCH	620	0.12	6	PRIMARY ARTERIAL	PA	Widening	552	100%	850	612	66	546	$ 2,089,000	$ 2,089,000
A-7	FM 1515	TOM COLE	3435' W OF TOM COLE	3,435	0.65	6	PRIMARY ARTERIAL	PA	Widening	663	100%	850	3315	431	2,884	$ 13,827,000	$ 13,827,000
A-8	FM 1515	3435' W OF TOM COLE	530' E OF C WOLFE	3,750	0.71	6	PRIMARY ARTERIAL	PA	Widening	619	100%	850	3621	439	3,182	$ 13,132,000	$ 13,132,000
A-9	H LIVELY	C WOLFE	2145' W OF H LIVELY	2,145	0.41	6	PRIMARY ARTERIAL	PA	Widening	48	50%	850	1046	10	1,036	$ 7,226,000	$ 3,613,000
A-10	H LIVELY	2145' W OF H LIVELY	2150' W OF ED ROBSON	3,915	0.74	2	PRIMARY ARTERIAL	PA	Widening	234	100%	850	1258	173	1,085	$ 13,188,000	$ 13,188,000
A-11	IH-35-CORBIN	IH-35	CORBIN	4,420	0.84	2	COLLECTOR	C	New	New	100%	550	924	0	924	$ 7,040,000	$ 7,040,000
A-12	JIM CHRISTAL	IH 35	OLD SH 24	3,110	0.59	4	SECONDARY ARTERIAL	SA	Widening	1,290	100%	750	1770	761	1,009	$ 10,332,000	$ 10,332,000
A-13,C-10	JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,056	50%	750	825	290	535	$ 9,746,000	$ 4,873,000
A-14,C-11	JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	4	SECONDARY ARTERIAL	SA	Widening	910	50%	750	990	300	690	$ 11,964,000	$ 5,982,000
A-15,C-12	JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1695	135	1,560	$ 18,502,000	$ 9,251,000
A-16,C-13	JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	0.75	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1125	90	1,035	$ 12,707,000	$ 6,353,500
A-17	PRECISION-WESTERN	PRECISION	WESTERN	3,420	0.65	2	COLLECTOR	C	New	New	100%	550	715	0	715	$ 6,566,000	$ 6,566,000
A-18	ROBSON RANCH	IH 35W	ED ROBSON	8,720	1.65	6	PRIMARY ARTERIAL	PA	Widening	808	50%	850	4208	667	3,541	$ 30,974,000	$ 15,487,000
A-19	ROBSON RANCH	ED ROBSON	YARBROUGH	7,150	1.35	6	PRIMARY ARTERIAL	PA	Widening	627	50%	850	3443	423	3,020	$ 25,335,000	$ 12,667,500
A-20	SPRINGSIDE	CORBIN	UNDERWOOD	1,835	0.35	4	SECONDARY ARTERIAL	SA	Widening	620	100%	750	1050	217	833	$ 6,141,000	$ 6,141,000
A-21	SPRINGSIDE	UNDERWOOD	WESTCOURT	865	0.16	4	SECONDARY ARTERIAL	SA	Widening	31	100%	750	480	5	475	$ 2,971,000	$ 2,971,000
A-22	TJ EGAN-LOOP 288	LOOP 288	2440' W OF LOOP 288	2,440	0.46	2	COLLECTOR	C	New	New	100%	550	506	0	506	$ 3,722,000	$ 3,722,000
A-23	C WOLFE	1140' S OF TOM COLE	FM 2449	7,270	1.38	6	PRIMARY ARTERIAL	PA	Widening	225	50%	850	3519	155	3,364	$ 26,240,000	$ 13,120,000
A-24	C WOLFE	FM 2449	H LIVELY	3,315	0.63	6	PRIMARY ARTERIAL	PA	Widening	964	50%	850	1607	304	1,303	$ 12,018,000	$ 6,009,000
A-25	CORBIN	IH-35-CORBIN	SPRINGSIDE	2,050	0.39	2	COLLECTOR	C	Widening	620	100%	550	429	242	187	$ 3,667,000	$ 3,667,000
A-26	J CHRISTAL-H LIVELY	FM 2449	H LIVELY	3,305	0.63	2	COLLECTOR	C	New	New	100%	550	693	0	693	$ 5,353,000	$ 5,353,000
A-27	PRECISION	JIM CHRISTAL	1635' N OF FM 1515	2,385	0.45	2	COLLECTOR	C	New	New	100%	550	495	0	495	$ 3,694,000	$ 3,694,000
A-28	THOMAS J EGAN	JIM CHRISTAL	2915' S OF JIM CRISTAL	2,915	0.55	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1650	0	1,650	$ 6,984,000	$ 6,984,000
A-29	THOMAS J EGAN	1830' N OF FM 1515	FM 1515	1,830	0.35	4	SECONDARY ARTERIAL	SA	New	New	50%	750	525	0	525	$ 4,635,000	$ 2,317,500
A-30	UNDERWOOD	SPRINGSIDE	UNDERWOOD CONNECTOR	4,000	0.76	6	PRIMARY ARTERIAL	PA	Widening	692	100%	850	3876	526	3,350	$ 15,229,000	$ 15,229,000
A-31	WESTCOURT	FM 1515	SPRINGSIDE	4,165	0.79	4	SECONDARY ARTERIAL	SA (1/2)	Widening	552	100%	750	2370	436	1,934	$ 5,343,000	$ 5,343,000
A-32	WESTERN	JIM CHRISTAL	AIRPORT	6,485	1.23	6	PRIMARY ARTERIAL	PA (1/3)	Widening	253	100%	850	6273	311	5,962	$ 6,619,000	$ 6,619,000
A-33	WESTERN	FM 1515	SPRINGSIDE	4,175	0.79	6	PRIMARY ARTERIAL	PA	New	New	100%	850	4029	0	4,029	$ 14,102,000	$ 14,102,000
	ROADWAYS BEING PROVIDED BY HUNTER RANCH AND COLE RANCH WITHOUT CITY PARTICIPATION																
	AMYX	LOOP 288	C WOLFE	6,855	1.30	2	SECONDARY ARTERIAL	SA	New	New	100%	750	1950	0	1,950	$ -	$ -
	FM 2449	LOOP 288	780' W OF LOOP 288	778	0.15	6	PRIMARY ARTERIAL	PA	New	New	100%	850	765	0	765	$ -	$ -
	FM 2449	780' W OF LOOP 288	4380' E OF C WOLFE	1,904	0.36	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1836	0	1,836	$ -	$ -
	FM 2449	4380' E OF C WOLFE	C WOLFE	4,382	0.83	6	PRIMARY ARTERIAL	PA	Widening	1364	100%	850	4233	1132	3,101	$ -	$ -
	FM 2499	OUTER LOOP	UNDERWOOD	5,687	1.08	2	COLLECTOR	C	New	New	100%	550	1188	0	1,188	$ -	$ -
	H LIVELY	I-35W	C WOLFE	14,275	2.70	6	PRIMARY ARTERIAL	PA	New	New	30%	850	4131	0	4,131	$ -	$ -
	AMYX-H LIVELY	AMYX	H LIVELY	9,395	1.78	2	COLLECTOR	C	New	New	100%	550	1958	0	1,958	$ -	$ -
	FM 1515-H LIVELY	FM 1515	H LIVELY	12,255	2.32	4	SECONDARY ARTERIAL	SA	New	New	100%	750	6960	0	6,960	$ -	$ -
	HUNTER ARTERIAL	FM 2449	UNDERWOOD	10,451	1.98	4	SECONDARY ARTERIAL	SA	New	New	50%	750	2970	0	2,970	$ -	$ -
	HUNTER COLLECTOR	HUNTER ARTERIAL	UNDERWOOD	11,391	2.16	2	COLLECTOR	C	New	New	100%	550	2376	0	2,376	$ -	$ -
	HUNTER COLLECTOR A	HUNTER ARTERIAL	ROBSON RANCH	13,264	2.51	6	COLLECTOR	C	New	New	100%	550	8283	0	8,283	$ -	$ -
	HUNTER COLLECTOR C	HUNTER COLLECTOR A	HUNTER COLLECTOR B	2,886	0.55	2	COLLECTOR	C	New	New	100%	550	605	0	605	$ -	$ -
	UNDERWOOD	UNDERWOOD CONNECTOR	FM 2449	2,026	0.38	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1938	0	1,938	$ -	$ -
	UNDERWOOD	LOOP 288	1610' N OF H LIVELY	5,909	1.12	6	PRIMARY ARTERIAL	PA	Widening	60	100%	850	5712	67	5,645	$ -	$ -
	UNDERWOOD	1610' N OF H LIVELY	H LIVELY	1,608	0.30	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1530	0	1,530	$ -	$ -
	UNDERWOOD	H LIVELY	ROBSON RANCH	12,039	2.28	6	SECONDARY ARTERIAL	SA	New	New	100%	750	10260	0	10,260	$ -	$ -
SUBTOTAL													**120,658**	**8,471**	**112,187**	**$ 347,875,000**	**$ 268,201,500**

2022 Roadway Impact Impact Fee Cost per Service Area $ 37,660

TOTAL COST IN SERVICE AREA A $ 268,239,160

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area B

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
B-1	ALLRED	BONNIE BRAE	BRUSH CREEK	4,285	0.81	2	COLLECTOR	C	Widening	13	50%	550	446	5	441	$ 6,097,000	$ 3,048,500
B-2	ALLRED	BRUSH CREEK	JOHN PAINE	1,610	0.30	6	PRIMARY ARTERIAL	PA	Widening	1,171	50%	850	765	176	589	$ 5,424,000	$ 2,712,000.00
B-3	BRUSH CREEK	815' E OF COUNTRY CLUB	COUNTRY CLUB	815	0.15	6	PRIMARY ARTERIAL	PA	Widening	2,261	100%	850	765	339	426	$ 2,747,000	$ 2,747,000
B-4	BRUSH CREEK	COUNTRY CLUB	1935' W OF COUNTRY CLUB	1,935	0.37	6	PRIMARY ARTERIAL	PA	Widening	299	100%	850	1887	111	1,776	$ 6,769,000	$ 6,769,000
B-5	BRUSH CREEK	2180' E OF FORT WORTH	FORT WORTH	2,180	0.41	6	PRIMARY ARTERIAL	PA	Widening	299	100%	850	2091	123	1,968	$ 7,344,000	$ 7,344,000
B-6	BRUSH CREEK	FORT WORTH	590' E OF ALLRED	3,615	0.68	6	PRIMARY ARTERIAL	PA	New	New	100%	850	3468	0	3,468	$ 10,698,000	$ 10,698,000
B-7	CORBIN	BONNIE BRAE	IH-35W	3,505	0.66	4	SECONDARY ARTERIAL	SA	Widening	9	100%	750	1980	6	1,974	$ 10,760,000	$ 10,760,000
B-8	CREEKDALE	PIMLICO	RIVERCHASE	3,230	0.61	2	COLLECTOR	C	New	New	100%	550	671	0	671	$ 5,346,000	$ 5,346,000
B-9	CREEKDALE	THISTLE WAY	OAKBLUFF	2,080	0.39	2	COLLECTOR	C	New	New	100%	550	429	0	429	$ 3,461,000	$ 3,461,000
B-10	EL PASEO	BELMONT	COUNTRY CLUB	1,910	0.36	2	COLLECTOR	C	New	New	100%	550	396	0	396	$ 3,369,000	$ 3,369,000
B-11	FM 1515	BONNIE BRAE	IH 35W	770	0.15	6	PRIMARY ARTERIAL	PA	Widening	1,974	100%	850	765	296	469	$ 2,595,000	$ 2,595,000
B-12	HICKORY CREEK	FM 2499	NAUTICA	1,175	0.22	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,942	100%	850	1122	647	475	$ 1,605,000	$ 1,605,000
B-13	HICKORY CREEK	NAUTICA	TEASLEY	1,310	0.25	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,942	100%	850	1275	735	540	$ 1,789,000	$ 1,789,000
B-14	HICKORY CREEK	TEASLEY	MONTECITO	4,475	0.85	6	PRIMARY ARTERIAL	PA (1/3)	Widening	436	100%	850	4335	371	3,964	$ 8,638,000	$ 8,638,000
B-15	HICKORY CREEK	MONTECITO	1435' W OF BIDDY BYE	2,230	0.42	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,261	50%	850	1071	475	596	$ 4,006,000	$ 2,003,000
B-16	HICKORY CREEK	1435' W OF BIDDY BYE	815' E OF COUNTRY CLUB	1,980	0.38	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1938	0	1,938	$ 7,612,000	$ 7,612,000
B-17	HOBSON LANE	TEASLEY	MONTECITO	670	0.13	4	SECONDARY ARTERIAL	SA	Widening	555	100%	750	390	72	318	$ 1,914,000	$ 1,914,000
B-18	HOBSON LANE	MONTECITO	FORRESTRIDGE	1,495	0.28	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	840	155	685	$ 5,710,000	$ 5,710,000
B-19	HOBSON LANE	FORRESTRIDGE	COUNTRY CLUB	3,785	0.72	4	SECONDARY ARTERIAL	SA	Widening	249	100%	750	2160	179	1,981	$ 11,559,000	$ 11,559,000
B-20	PARVIN	MCCORMICK	HIGHLAND PARK	2,665	0.50	2	COLLECTOR	C	New	New	100%	550	550	0	550	$ 2,150,000	$ 2,150,000
B-21	ROBINSON	230' E OF WHEELER RIDGE	TEASLEY	2,735	0.52	4	SECONDARY ARTERIAL	SA	Widening	1,188	100%	750	1560	618	942	$ 8,061,000	$ 8,061,000
B-22	RYAN	TEASLEY	MONTECITO	4,020	0.76	4	SECONDARY ARTERIAL	SA	Widening	755	100%	750	2280	574	1,706	$ 11,980,000	$ 11,980,000
B-23	RYAN	MONTECITO	FORRESTRIDGE	3,305	0.63	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	1890	348	1,542	$ 10,878,000	$ 10,878,000
B-24	RYAN	FORRESTRIDGE	COUNTRY CLUB	3,475	0.66	4	SECONDARY ARTERIAL	SA	Widening	45	100%	750	1980	30	1,950	$ 10,824,000	$ 10,824,000
B-25	VINTAGE	FORT WORTH	BONNIE BRAE	4,605	0.87	6	PRIMARY ARTERIAL	PA (1/3)	Widening	423	100%	850	4437	368	4,069	$ 11,721,000	$ 11,721,000
B-26	VINTAGE	BONNIE BRAE	NAPA VALLEY	765	0.14	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	714	262	452	$ 1,665,000	$ 1,665,000
B-27	VINTAGE	NAPA VALLEY	IH 35W	3,435	0.65	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	3315	1218	2,097	$ 7,975,000	$ 7,975,000
B-28	WILLOWWOOD	1250' W OF HIGHLAND PARK	BONNIE BRAE	1,285	0.24	2	COLLECTOR	C	Widening	1,039	100%	550	264	249	15	$ 2,079,000	$ 2,079,000
B-29	BONNIE BRAE	IH 35E	FM 1515	725	0.14	4	SECONDARY ARTERIAL	SA	Widening	2,992	100%	750	420	419	1	$ 1,285,000	$ 1,285,000
B-30	BONNIE BRAE	FM 1515	WILLOWWOOD	5,740	1.09	4	SECONDARY ARTERIAL	SA	Widening	2,003	100%	750	3270	2183	1,087	$ 11,351,000	$ 11,351,000
B-31	BONNIE BRAE	HIGHLAND PARK	ROSELAWN	2,550	0.48	4	SECONDARY ARTERIAL	SA	New	New	50%	750	720	0	720	$ 4,521,000	$ 2,260,500
B-32	COUNTRY CLUB	FORT WORTH	HOBSON	430	0.08	4	SECONDARY ARTERIAL	SA	Widening	1,436	100%	750	240	115	125	$ 1,229,000	$ 1,229,000
B-33	COUNTRY CLUB	HOBSON	RYAN	5,285	1.00	4	SECONDARY ARTERIAL	SA	Widening	1,284	100%	750	3000	1284	1,716	$ 15,093,000	$ 15,093,000
B-34	COUNTRY CLUB	RYAN	HICKORY CREEK	3,485	0.66	4	SECONDARY ARTERIAL	SA	Widening	552	50%	750	990	182	808	$ 11,902,000	$ 5,951,000
B-35	FORT WORTH	COUNTRY CLUB	VINTAGE	6,965	1.32	6	PRIMARY ARTERIAL	PA	Widening	2,741	100%	850	6732	3618	3,114	$ 26,417,000	$ 26,417,000
B-36	FORT WORTH	VINTAGE	BONNIE BRAE	5,655	1.07	6	PRIMARY ARTERIAL	PA	Widening	2,398	100%	850	5457	2566	2,891	$ 19,299,000	$ 19,299,000
B-37	FORT WORTH	BONNIE BRAE	BRUSH CREEK	1,250	0.24	6	PRIMARY ARTERIAL	PA	Widening	4,723	100%	850	1224	1134	90	$ 4,811,000	$ 4,811,000
B-38	FORT WORTH	BRUSH CREEK	CRAWFORD	5,845	1.11	6	PRIMARY ARTERIAL	PA	Widening	3,590	100%	850	5661	3985	1,676	$ 20,190,000	$ 20,190,000
B-39	JOHN PAINE	JOHNSON	ATHENS	2,210	0.42	4	SECONDARY ARTERIAL	Completed	Widening	1,280	100%	750	1260	538	722	$ 238,000	$ 238,000
B-40	JOHN PAINE	VINTAGE	1045' S OF VINTAGE	1,045	0.20	4	SECONDARY ARTERIAL	SA	New	New	100%	750	600	0	600	$ 3,254,000	$ 3,254,000
B-41	PARVIN-ROSELAWN	PARVIN	ROSELAWN	2,725	0.52	2	COLLECTOR	C	New	New	100%	550	572	0	572	$ 3,878,000	$ 3,878,000
B-42	TEASLEY	IH 35E	LONDONDERRY	1,315	0.25	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,407	100%	850	1275	852	423	$ 1,039,000	$ 1,039,000
B-43	TEASLEY	LONDONDERRY	HOBSON	5,140	0.97	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,135	100%	850	4947	3041	1,906	$ 4,558,000	$ 4,558,000
B-44	TEASLEY	LILLIAN B MILLER	PENNSYLVANIA	1,890	0.36	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,217	100%	850	1836	1158	678	$ 1,493,000	$ 1,493,000
B-45	TEASLEY	PENNSYLVANIA	HOBSON	1,085	0	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,133	100%	850	1071	658	413	$ 857,000	$ 857,000
ROADWAYS BEING PROVIDED BY HUNTER RANCH AND COLE RANCH WITHOUT CITY PARTICIPATION																	
	ALLRED	JOHN PAINE	365' W OF IH-35W	1,482	0.28	6	PRIMARY ARTERIAL	PA	Widening	1,308	100%	850	1428	366	1,062	$ -	$ -
	ALLRED	365' W OF IH-35W	IH-35W	365	0.07	6	PRIMARY ARTERIAL	PA	Widening	1,438	100%	850	357	101	256	$ -	$ -
	JOHN PAINE	VINTAGE	ALLRED	6,370	1.21	4	SECONDARY ARTERIAL	SA	New	New	100%	750	3630	0	3,630	$ -	$ -
	JOHN PAINE	ALLRED	TEXOMA	2,660	0.50	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1500	0	1,500	$ -	$ -
SUBTOTAL													**89,974**	**29,557**	**60,417**	**$ 306,191,000**	**$ 290,216,000**

2022 Roadway Impact Impact Fee Cost per Service Area $ 37,660

TOTAL COST IN SERVICE AREA B $ 290,253,660

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area C

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
C-1	BARTHOLD	MASCH BRANCH	5200' W OF IIH 35	5,195	0.98	6	PRIMARY ARTERIAL	PA	Widening	250	50%	850	2499	123	2,376	$ 17,750,000	$ 8,875,000
C-2	BOBCAT	FM 2164	IH-35	14,535	2.75	4	SECONDARY ARTERIAL	SA	New	New	100%	750	8250	0	8250	$ 37,762,000	$ 37,762,000.00
C-3	FM 1173	IH 35	4605' W OF IH 35	4,605	0.87	4	SECONDARY ARTERIAL	SA	Widening	648	100%	750	2610	564	2046	$ 13,401,000	$ 13,401,000.00
C-4	FM 1173	4605' W OF IH 35	LOVERS	2,190	0.41	4	SECONDARY ARTERIAL	SA	Widening	648	50%	750	615	133	482	$ 7,704,000	$ 3,852,000
C-5	FM 2164-IH 35	FM 2164	IH 35	14,425	2.73	4	SECONDARY ARTERIAL	SA	New	New	100%	750	8190	0	8,190	$ 37,057,000	$ 37,057,000
C-6	GANZER	FM 2164	GANZER	12,680	2.40	6	PRIMARY ARTERIAL	PA	New	New	100%	850	12240	0	12,240	$ 39,748,000	$ 39,748,000
C-7	GANZER	2900' E OF IH 35	IH 35	2,900	0.55	6	PRIMARY ARTERIAL	PA	Widening	229	100%	850	2805	126	2,679	$ 11,525,000	$ 11,525,000
C-8	GANZER	1620' E OF BARTHOLD	BARTHOLD	1,620	0.31	6	PRIMARY ARTERIAL	PA	Widening	175	50%	850	791	27	764	$ 5,708,000	$ 2,854,000
C-9	GANZER	BARTHOLD	RECTOR	2,585	0.49	6	PRIMARY ARTERIAL	PA	Widening	74	50%	850	1250	18	1,232	$ 9,208,000	$ 4,604,000
A-13,C-10	JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,056	50%	750	825	290	535	$ 9,746,000	$ 4,873,000
A-14,C-11	JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	4	SECONDARY ARTERIAL	SA	Widening	910	50%	750	990	300	690	$ 11,964,000	$ 5,982,000
A-15,C-12	JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1695	135	1,560	$ 18,502,000	$ 9,251,000
A-16,C-13	JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	0.75	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1125	90	1,035	$ 12,707,000	$ 6,353,500
C-14	JIM CHRISTAL	945' W OF C WOLFE	NAIL	3,115	0.59	4	SECONDARY ARTERIAL	SA	Widening	142	50%	750	885	42	843	$ 9,547,000	$ 4,773,500
C-15	JIM CHRISTAL	NAIL	2045' W of Nail	2,045	0.39	4	SECONDARY ARTERIAL	SA	Widening	119	50%	750	585	23	562	$ 5,841,000	$ 2,920,500
C-16	MARSHALL	2845' N OF HAMPTON	HAMPTON	2,845	0.54	2	COLLECTOR	C	New	New	100%	550	594	0	594	$ 5,249,000	$ 5,249,000
C-17	MARSHALL	HAMPTON	US 380	3,090	0.59	2	COLLECTOR	C	Widening	552	100%	550	649	326	323	$ 4,397,000	$ 4,397,000
C-18	MASCH BRANCH	MASCH BRANCH	DARBY SMITH	3,450	0.65	4	SECONDARY ARTERIAL	SA	Widening	405	100%	750	1950	263	1,687	$ 10,602,000	$ 10,602,000
C-19	WESTWARD	NORTHWAY	BONNIE BRAE	1,175	0.22	2	COLLECTOR	C	New	New	100%	550	242	0	242	$ 1,672,000	$ 1,672,000
C-20	RINEY	US 77	2460' W OF US 77	2,460	0.47	4	SECONDARY ARTERIAL	SA (1/2)	Widening	24	100%	750	1410	11	1,399	$ 3,156,000	$ 3,156,000
C-21	RINEY	2460' W OF US 77	BONNIE BRAE	980	0.19	4	SECONDARY ARTERIAL	SA (1/2)	Widening	24	100%	750	570	4	566	$ 1,258,000	$ 1,258,000
C-22	US 77	WINDSOR	FM 2164	1,180	0.22	6	PRIMARY ARTERIAL	PA (1/3)	Widening	706	100%	850	1122	155	967	$ 1,432,000	$ 1,432,000
C-23	US 77	RINEY	WINDSOR	2,430	0.46	6	PRIMARY ARTERIAL	PA (1/3)	Widening	374	100%	850	2346	172	2,174	$ 2,819,000	$ 2,819,000
C-24	US 77	RINEY	RINEY	2,120	0.40	6	PRIMARY ARTERIAL	PA (1/3)	Widening	374	100%	850	2040	149	1,891	$ 2,075,000	$ 2,075,000
C-25	US 77	BONNIE BRAE	RINEY	3,960	0.75	6	PRIMARY ARTERIAL	PA (1/3)	Widening	297	100%	850	3825	223	3,602	$ 3,126,000	$ 3,126,000
C-26	US 77	LOOP 288	BONNIE BRAE	1,720	0.33	6	PRIMARY ARTERIAL	PA (1/3)	Widening	490	100%	850	1683	162	1,521	$ 1,859,000	$ 1,859,000
C-27	US 77	IH 35	LOOP 288	4,610	0.87	6	PRIMARY ARTERIAL	PA (1/3)	Widening	461	100%	850	4437	401	4,036	$ 4,739,000	$ 4,739,000
C-28	MASCH BRANCH-NAIL	MASCH BRANCH	1295' W OF MASCH BRANCH	1,295	0.25	2	COLLECTOR	C	New	New	100%	550	275	0	275	$ 2,094,000	$ 2,094,000
C-29	MASCH BRANCH-NAIL	1050' E OF LOOP 288	1550' W OF LOOP 288	2,600	0.49	2	COLLECTOR	C	New	New	100%	550	539	0	539	$ 4,450,000	$ 4,450,000
C-30	MASCH BRANCH-NAIL	1335' W OF THOMAS J EGAN	775' E OF C WOLFE	2,550	0.48	2	COLLECTOR	C	New	New	100%	550	528	0	528	$ 4,379,000	$ 4,379,000
C-31	MASCH BRANCH-NAIL	775' E OF C WOLFE	690' W OF C WOLFE	1,470	0.28	2	COLLECTOR	C	New	New	50%	550	154	0	154	$ 2,092,000	$ 1,046,000
C-32	MASCH BRANCH-NAIL	690' W OF C WOLFE	NAIL	3,075	0.58	2	COLLECTOR	C	New	New	100%	550	638	0	638	$ 4,376,000	$ 4,376,000
C-33	WESTGATE	WESTGATE	1460' E OF IH-35	975	0.18	4	SECONDARY ARTERIAL	SA	New	New	100%	750	540	0	540	$ 2,336,000	$ 2,336,000
C-34	WINDSOR	US 77	HINKLE	2,420	0.46	4	SECONDARY ARTERIAL	SA	Widening	383	100%	750	1380	176	1,204	$ 6,912,000	$ 6,912,000
C-35	WINDSOR	HINKLE	BONNIE BRAE	5,240	0.99	4	SECONDARY ARTERIAL	SA (1/2)	Widening	478	100%	750	2970	473	2,497	$ 6,972,000	$ 6,972,000
C-36	WINDSOR	WESTGATE	145' W OF CLARENDON	505	0.10	4	SECONDARY ARTERIAL	SA (1/2)	Widening	124	100%	750	300	12	288	$ 649,000	$ 649,000
C-37	WINDSOR	220' W OF WINDSOR FARMS	IH 35	905	0.17	4	SECONDARY ARTERIAL	SA (1/2)	Widening	124	100%	750	510	21	489	$ 1,162,000	$ 1,162,000
C-38	WINDSOR	IH 35	MASCH BRANCH	6,535	1.24	4	SECONDARY ARTERIAL	SA	New	New	100%	750	3720	0	3,720	$ 17,606,000	$ 17,606,000
C-39	BARTHOLD	GANZER	2600' S OF GANZER	2,600	0.49	4	SECONDARY ARTERIAL	SA	Widening	103	100%	750	1470	51	1,419	$ 7,425,000	$ 7,425,000
C-40	BONNIE BRAE	MILAM	LOOP 288	16,505	3.13	6	PRIMARY ARTERIAL	PA	New	New	100%	850	15963	0	15,963	$ 52,065,000	$ 52,065,000
C-41	BONNIE BRAE	LOOP 288	US 77	1,255	0.24	4	SECONDARY ARTERIAL	SA	New	New	100%	750	720	0	720	$ 3,008,000	$ 3,008,000
C-42	BONNIE BRAE	US 77	RINEY	1,985	0.38	4	SECONDARY ARTERIAL	SA	Widening	341	100%	750	1140	130	1,010	$ 6,587,000	$ 6,587,000
C-43	BONNIE BRAE	RINEY	WINDSOR	3,510	0.66	4	SECONDARY ARTERIAL	SA	Widening	220	100%	750	1980	145	1,835	$ 10,320,000	$ 10,320,000
C-44	BONNIE BRAE	WINDSOR	US 380	3,585	0.68	4	SECONDARY ARTERIAL	SA	Widening	959	100%	750	2040	652	1,388	$ 11,981,000	$ 11,981,000
C-45,E-29	BONNIE BRAE	US 380	PANHANDLE	2,910	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	825	482	343	$ 8,310,000	$ 4,155,000
C-46,E-30	BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	0.20	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	300	175	125	$ 3,056,000	$ 1,528,000
C-47,E-31	BONNIE BRAE	SCRIPTURE	OAK	1,180	0.22	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	330	193	137	$ 3,370,000	$ 1,685,000
C-48,E-32	BONNIE BRAE	OAK	HICKORY	380	0.07	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	105	61	44	$ 1,087,000	$ 543,500
C-49,E-33	BONNIE BRAE	HICKORY	PRAIRIE	1,425	0.27	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	405	237	168	$ 4,070,000	$ 2,035,000
C-50,E-34	BONNIE BRAE	PRAIRIE	IH 35E	860	0.16	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	240	140	100	$ 2,457,000	$ 1,228,500
C-51	C WOLFE	US 380	WESTERN-NAIL	2,705	0.51	2	PRIMARY ARTERIAL	PA	New	New	100%	850	867	0	867	$ 8,901,000	$ 8,901,000
C-52	FALLMEADOW	MEADOWLEDGE	GARDENVIEW	915	0.17	2	COLLECTOR	C	New	New	100%	550	187	0	187	$ 1,303,000	$ 1,303,000
C-53,D-22	FM 2164	MILAM	LOOP 288	13,855	2.62	6	PRIMARY ARTERIAL	PA	Widening	2,098	50%	850	6681	2749	3,932	$ 49,925,000	$ 24,962,500
C-54,D-28	LOCUST	LOOP 288	HERCULES	2,260	0.43	4	SECONDARY ARTERIAL	SA	Widening	1,923	50%	750	645	413	232	$ 6,954,000	$ 3,477,000
C-55,D-29	LOCUST	HERCULES	BELL	2,375	0.45	4	SECONDARY ARTERIAL	SA	Widening	1,429	50%	750	675	322	353	$ 7,433,000	$ 3,716,500
C-56,D-30	LOCUST	BELL	WINDSOR	1,270	0.24	4	SECONDARY ARTERIAL	SA	Widening	999	50%	750	360	120	240	$ 3,628,000	$ 1,814,000
C-57,D-31	LOCUST	WINDSOR	FM 2164	1,345	0.25	4	SECONDARY ARTERIAL	SA	Widening	941	50%	750	375	118	257	$ 3,841,000	$ 1,920,500
C-58	LOVERS	FM 1173	MASCH BRANCH	4,120	0.78	4	SECONDARY ARTERIAL	SA	Widening	129	100%	750	2340	101	2,239	$ 12,266,000	$ 12,266,000
C-59	LOVERS	1085' N OF MASCH BRANCH	MASCH BRANCH	1,085	0.21	4	SECONDARY ARTERIAL	SA	Widening	160	100%	750	630	34	596	$ 3,349,000	$ 3,349,000
C-60	LOVERS LN CONNECTOR	LOVERS	LOOP 288	315	0.06	4	SECONDARY ARTERIAL	SA	New	New	100%	750	180	0	180	$ 756,000	$ 756,000
C-61	LOVERS LN CONNECTOR	LOOP 288	1085' N OF MASCH BRANCH	405	0.08	4	SECONDARY ARTERIAL	SA	New	New	100%	750	240	0	240	$ 972,000	$ 972,000
C-62	MASCH BRANCH	1295' S OF FM 1173	JACKSON	4,170	0.79	4	SECONDARY ARTERIAL	SA	Widening	444	50%	750	1185	176	1,009	$ 11,908,000	$ 5,954,000
C-63	MASCH BRANCH	LOVERS	US 380	3,800	0.72	4	SECONDARY ARTERIAL	SA	Widening	100	100%	750	2160	72	2,088	$ 11,352,000	$ 11,352,000
C-64	MASCH BRANCH	US 380	JIM CHRISTAL	4,110	0.78	4	SECONDARY ARTERIAL	SA	Widening	147	100%	750	2340	115	2,225	$ 12,137,000	$ 12,137,000
C-65	MILAM-LOOP 288	MILAM	LOOP 288	14,335	2.71	4	SECONDARY ARTERIAL	SA	New	New	100%	750	8130	0	8,130	$ 36,182,000	$ 36,182,000

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area C

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
C-66	MILAM-US 77	MILAM	GANZER	7,975	1.51	4	SECONDARY ARTERIAL	SA	New	New	100%	750	4530	0	4,530	$ 20,546,000	$ 20,546,000
C-67	MILAM-US 77	GANZER	LONG	3,875	0.73	4	SECONDARY ARTERIAL	SA	Widening	95	100%	750	2190	69	2,121	$ 11,567,000	$ 11,567,000
C-68	MILAM-US 77	LONG	US 77	2,800	0.53	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1590	0	1,590	$ 7,359,000	$ 7,359,000
C-69	NICOSIA	LOOP 288	BEALL	645	0.12	2	COLLECTOR	C	New	New	100%	550	132	0	132	$ 1,169,000	$ 1,169,000
C-70	THOMAS J EGAN	US 380	JIM CHRISTAL	4,010	0.76	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	2280	420	1,860	$ 12,353,000	$ 12,353,000
C-71	WESTERN	US 380	JIM CHRISTAL	4,245	0.80	6	PRIMARY ARTERIAL	PA	Widening	164	100%	850	4080	132	3,948	$ 14,699,000	$ 14,699,000
SUBTOTAL													**145,092**	**11,526**	**133,566**	**$ 695,918,000**	**$ 587,514,000**
															2022 Roadway Impact Impact Fee Cost per Service Area		**$ 37,660**
															TOTAL COST IN SERVICE AREA C		**$ 587,551,660**

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area D

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
D-1	BOBCAT	560' W OF FM 2164	FM 2164	560	0.11	4	SECONDARY ARTERIAL	SA	Widening	38	50%	750	165	2	163	$ 1,601,000	$ 800,500
D-2	FISHTRAP	MINGO	GEESLING	1,890	0.36	2	COLLECTOR	C	New	New	50%	550	198	0	198	$ 2,939,000	$ 1,469,500.00
D-3	GANZER	15,500' E OF SHERMAN	4600' W OF SHERMAN	17,985	3.41	6	PRIMARY ARTERIAL	PA	New	New	100%	850	17391	0	17391	$ 53,936,000	$ 53,936,000.00
D-4	GRIBBLE SPRINGS	INDIAN WELLS	3015' W OF INDIAN WELLS	3,015	0.57	2	SECONDARY ARTERIAL	SA	Widening	624	50%	750	428	178	250	$ 8,861,000	$ 4,430,500
D-5	HARTLEE FIELD	4220' E OF COOPER CREEK	COOPER CREEK	4,220	0.80	4	SECONDARY ARTERIAL	SA	Widening	624	50%	750	1200	250	950	$ 12,051,000	$ 6,025,500
D-6	HARTLEE FIELD	COOPER CREEK	5170' W OF COOPER CREEK	5,170	0.98	4	SECONDARY ARTERIAL	SA	Widening	37	50%	750	1470	18	1,452	$ 14,764,000	$ 7,382,000
D-7	HARTLEE FIELD	600' E OF SHERMAN	SHERMAN	600	0.11	2	COLLECTOR	C	Widening	4	50%	550	61	0	61	$ 855,000	$ 427,500
D-8	HARTLEE FLD-FM 2164	HARTLEE FIELD	SHERMAN	2,250	0.43	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1290	0	1,290	$ 5,392,000	$ 5,392,000
D-9	HARTLEE FLD-FM 2164	SHERMAN	3500' W OF SHERMAN	3,500	0.66	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1980	0	1,980	$ 8,386,000	$ 8,386,000
D-10	HARTLEE FLD-FM 2164	STUART	1485' W OF STUART	1,485	0.28	4	SECONDARY ARTERIAL	SA	New	New	50%	750	420	0	420	$ 3,809,000	$ 1,904,500
D-11	HARTLEE FLD-FM 2164	475' W OF FM 2164	FM 2164	475	0.09	4	SECONDARY ARTERIAL	SA	New	New	100%	750	270	0	270	$ 1,139,000	$ 1,139,000
D-12	LONG	510' W OF FM 2164	FM 2164	510	0.10	2	COLLECTOR	C	New	New	100%	550	110	0	110	$ 726,000	$ 726,000
D-13	MINGO	E CITY LIMITS	COOPER CREEK	460	0.09	4	SECONDARY ARTERIAL	SA	Widening	260	100%	750	270	23	247	$ 1,315,000	$ 1,315,000
D-14	MINGO	COOPER CREEK	LOOP 288	2,305	0.44	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	1320	243	1,077	$ 6,583,000	$ 6,583,000
D-15	MINGO	LOOP 288	US 380	2,275	0.43	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	1290	237	1,053	$ 7,937,000	$ 7,937,000
D-16	KINGS ROW	SILVER DOME	LOOP 288	2,655	0.50	2	COLLECTOR	C	Widening	552	100%	550	550	276	274	$ 3,779,000	$ 3,779,000
D-17	SILVER DOME	COOPER CREEK	FARRIS RD	2,190	0.41	2	COLLECTOR	C	Widening	552	50%	550	226	113	113	$ 3,117,000	$ 1,558,500
D-18	COLLINS	HARTLEE FIELD	2730' S OF HARTLEE FIELD	4,440	0.84	4	COLLECTOR	C	Widening	218	50%	550	924	92	832	$ 6,818,000	$ 3,409,000
D-19	COOPER CREEK	SHERMAN	HARTLEE FIELD	10,065	1.91	6	SECONDARY ARTERIAL	SA	New	New	100%	750	8595	0	8,595	$ 25,554,000	$ 25,554,000
D-20	COOPER CREEK	SILVER DOME	MINGO	4,360	0.83	6	SECONDARY ARTERIAL	SA	Widening	1,822	50%	750	1868	756	1,112	$ 12,452,000	$ 6,226,000
D-21	COOPER CREEK	MINGO	US 380	1,680	0.32	6	PRIMARY ARTERIAL	PA	Widening	2,250	100%	850	1632	720	912	$ 7,361,000	$ 7,361,000
C-53,D-22	FM 2164	MILAM	LOOP 288	13,855	2.62	6	PRIMARY ARTERIAL	PA	Widening	2,098	50%	850	6681	2749	3,932	$ 49,925,000	$ 24,962,500
D-23	GREEN VALLEY	2395' S OF FM 2153	2935' N OF SHEPARD	7,765	1.47	2	SECONDARY ARTERIAL	PA	New	New	100%	750	2205	0	2,205	$ 24,463,000	$ 24,463,000
D-24	GREEN VALLEY	WARSCHUN	SHERMAN	2,095	0.40	2	SECONDARY ARTERIAL	SA	Widening	1,856	100%	750	600	742	-142	$ 6,234,000	$ 6,234,000
D-25	INDIAN WELLS	1615' S OF FM 2153	4930' N OF GRIBBLE SPRINGS	3,870	0.73	2	SECONDARY ARTERIAL	SA	New	New	100%	750	1095	0	1,095	$ 10,021,000	$ 10,021,000
D-26	INDIAN WELLS	4930' N OF GRIBBLE SPRINGS	2905' N OF GRIBBLE SPRINGS	2,025	0.38	2	SECONDARY ARTERIAL	SA	New	New	50%	750	285	0	285	$ 4,853,000	$ 2,426,500
D-27	INDIAN WELLS	2905' N OF GRIBBLE SPRINGS	GRIBBLE SPRINGS	2,905	0.55	2	SECONDARY ARTERIAL	SA	Widening	67	50%	750	413	18	395	$ 8,296,000	$ 4,148,000
C-54,D-28	LOCUST	LOOP 288	HERCULES	2,260	0.43	4	SECONDARY ARTERIAL	SA	Widening	1,923	50%	750	645	413	232	$ 6,954,000	$ 3,477,000
C-55,D-29	LOCUST	HERCULES	BELL	2,375	0.45	4	SECONDARY ARTERIAL	SA	Widening	1,429	50%	750	675	322	353	$ 7,433,000	$ 3,716,500
C-56,D-30	LOCUST	BELL	WINDSOR	1,270	0.24	4	SECONDARY ARTERIAL	SA	Widening	999	50%	750	360	120	240	$ 3,628,000	$ 1,814,000
C-57,D-31	LOCUST	WINDSOR	FM 2164	1,345	0.25	4	SECONDARY ARTERIAL	SA	Widening	941	50%	750	375	118	257	$ 3,841,000	$ 1,920,500
D-32	SHERMAN	LOOP 288	HERCULES	1,650	0.31	4	SECONDARY ARTERIAL	SA	Widening	2,214	100%	750	930	686	244	$ 4,713,000	$ 4,713,000
D-33	SHERMAN	HERCULES	KINGS	1,910	0.36	4	SECONDARY ARTERIAL	SA	Widening	1,923	100%	750	1080	692	388	$ 5,455,000	$ 5,455,000
D-34	SHERMAN	KINGS	WINDSOR	2,025	0.38	4	SECONDARY ARTERIAL	SA	Widening	1,781	100%	750	1140	677	463	$ 7,223,000	$ 7,223,000
D-35	SHERMAN	WINDSOR	WILSONWOOD	1,000	0.19	4	SECONDARY ARTERIAL	SA	Widening	1,651	100%	750	570	314	256	$ 2,856,000	$ 2,856,000
D-36	SHERMAN	WILSONWOOD	CORONADO	1,165	0.22	4	SECONDARY ARTERIAL	SA	Widening	1,646	100%	750	660	362	298	$ 3,328,000	$ 3,328,000
D-37	SHERMAN	CORONADO	GREENWOOD	1,640	0.31	4	SECONDARY ARTERIAL	SA	Widening	1,659	100%	750	930	514	416	$ 4,685,000	$ 4,685,000
D-38	SHERMAN	GREENWOOD	BELL	825	0.16	4	SECONDARY ARTERIAL	SA	Widening	2,075	100%	750	480	332	148	$ 2,357,000	$ 2,357,000
D-39	SHERMAN	BELL	LOCUST	1,715	0.32	4	SECONDARY ARTERIAL	SA	Widening	1,934	100%	750	960	619	341	$ 4,899,000	$ 4,899,000
D-40	WINDSOR	LOOP 288	DOMINION	860	0.16	2	COLLECTOR	C	New	New	100%	550	176	0	176	$ 1,225,000	$ 1,225,000
SUBTOTAL													**61,918**	**11,586**	**50,332**	**$ 351,764,000**	**$ 275,665,500**

2022 Roadway Impact Impact Fee Cost per Service Area $ 37,660

TOTAL COST IN SERVICE AREA D $ 275,703,160

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

City of Denton - 2022 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area E

5/14/2024

Project ID #	ROADWAY	LIMITS		LENGTH (FT)	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
		FROM	TO														
E-1	AUDRA	LOOP 288	1185' W OF LOOP 288	1,185	0.22	2	COLLECTOR	C	New	New	100%	550	242	0	242	$ 1,687,000	$ 1,687,000
E-2	BLAGG	LAKEVIEW	GEESLING	3,740	0.71	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	2130	392	1738	$ 11,181,000	$ 11,181,000.00
E-3	BLAGG	GEESLING	2175' W OF GEESLING	2,175	0.41	4	SECONDARY ARTERIAL	SA	Widening	2	100%	750	1230	1	1229	$ 7,651,000	$ 7,651,000.00
E-4	BLAGG	235' E OF MAYHILL	MAYHILL	235	0.04	4	SECONDARY ARTERIAL	SA	New	New	50%	750	60	0	60	$ 563,000	$ 281,500
E-5	DALLAS	TEASLEY	IH 35E	4,590	0.87	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,394	100%	850	4437	2083	2,354	$ 3,624,000	$ 3,624,000
E-6	DUCHESS	TRAILHEAD	WOODROW	4,005	0.76	2	COLLECTOR	C	New	New	100%	550	836	0	836	$ 5,949,000	$ 5,949,000
E-7	FM 426	LANEY	GRISSOM	2,995	0.57	4	SECONDARY ARTERIAL	SA	Widening	458	100%	750	1710	261	1,449	$ 9,953,000	$ 9,953,000
E-8	MCKINNEY	GRISSOM	LOOP 288	8,735	1.65	4	SECONDARY ARTERIAL	Completed	Widening	458	100%	750	4950	755	4,195	$ 1,551,000	$ 1,551,000
E-9	MCKINNEY	LOOP 288	CARDINAL	670	0.13	4	SECONDARY ARTERIAL	SA	Widening	1,731	100%	750	390	225	165	$ 1,914,000	$ 1,914,000
E-10	MCKINNEY	CARDINAL	MOCKINGBIRD	1,145	0.22	4	SECONDARY ARTERIAL	SA	Widening	1,730	100%	750	660	381	279	$ 3,270,000	$ 3,270,000
E-11	MCKINNEY	MOCKINGBIRD	MACK	3,245	0.61	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	1830	337	1,493	$ 9,268,000	$ 9,268,000
E-12	MCKINNEY	MACK	AUDRA	1,540	0.29	4	SECONDARY ARTERIAL	SA	Widening	1,367	100%	750	870	396	474	$ 4,399,000	$ 4,399,000
E-13	MILLS	TRINITY	MAYHILL	7,415	1.40	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	4200	773	3,427	$ 23,115,000	$ 23,115,000
E-14	MILLS	LAKEVIEW	MAYHILL	2,185	0.41	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1230	0	1,230	$ 5,235,000	$ 5,235,000
E-15	MINGO	US 380	OLD NORTH	760	0.14	4	SECONDARY ARTERIAL	SA	Widening	552	100%	750	420	77	343	$ 2,172,000	$ 2,172,000
E-16	MINGO	OLD NORTH	NOTTINGHAM	2,545	0.48	4	SECONDARY ARTERIAL	SA	Widening	527	100%	750	1440	253	1,187	$ 7,268,000	$ 7,268,000
E-17	MINGO	NOTTINGHAM	PERTAIN	2,935	0.56	4	SECONDARY ARTERIAL	SA	Widening	92	100%	750	1680	51	1,629	$ 8,381,000	$ 8,381,000
E-18	MINGO	PERTAIN	RUDDELL	945	0.18	4	SECONDARY ARTERIAL	SA	Widening	201	100%	750	540	36	504	$ 2,700,000	$ 2,700,000
E-19	MINGO	RUDDELL	WILLIS	600	0.11	4	SECONDARY ARTERIAL	SA	Widening	327	100%	750	330	36	294	$ 1,714,000	$ 1,714,000
E-20	MINGO	WILLIS	WITHERS	2,305	0.44	4	SECONDARY ARTERIAL	SA	Widening	521	100%	750	1320	229	1,091	$ 6,583,000	$ 6,583,000
E-21	MINGO	WITHERS	PAISLEY	235	0.04	4	SECONDARY ARTERIAL	SA	Widening	534	100%	750	120	21	99	$ 671,000	$ 671,000
E-22	MINGO	PAISLEY	BELL	985	0.19	4	SECONDARY ARTERIAL	SA	Widening	599	100%	750	570	114	456	$ 2,813,000	$ 2,813,000
E-23	MORSE	MAYHILL	KIMBERLY	1,145	0.22	4	SECONDARY ARTERIAL	SA (1/2)	Widening	1,442	100%	750	660	317	343	$ 1,969,000	$ 1,969,000
E-24	SHADY OAKS	WOODROW	TEASLEY	3,070	0.58	4	SECONDARY ARTERIAL	SA	Widening	159	100%	750	1740	92	1,648	$ 9,967,000	$ 9,967,000
E-25	SPENCER	MAYHILL	LOOP 288	2,315	0.44	4	SECONDARY ARTERIAL	SA	Widening	1,240	100%	750	1320	546	774	$ 6,862,000	$ 6,862,000
E-26	TREATMENT PLANT	MCKINNEY	POST OAK	3,325	0.63	2	COLLECTOR	C	New	New	100%	550	693	0	693	$ 4,731,000	$ 4,731,000
E-27	TREATMENT PLANT	POST OAK	1325' W OF POST OAK	1,325	0.25	6	SECONDARY ARTERIAL	SA	New	New	100%	750	1125	0	1,125	$ 5,015,000	$ 5,015,000
E-28	TREATMENT PLANT	1325' W OF POST OAK	MAYHILL	3,960	0.75	6	SECONDARY ARTERIAL	SA	Widening	552	100%	750	3375	414	2,961	$ 11,310,000	$ 11,310,000
C-45,E-29	BONNIE BRAE	US 380	PANHANDLE	2,910	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	825	482	343	$ 8,310,000	$ 4,155,000
C-46,E-30	BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	0.20	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	300	175	125	$ 3,056,000	$ 1,528,000
C-47,E-31	BONNIE BRAE	SCRIPTURE	OAK	1,180	0.22	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	330	193	137	$ 3,370,000	$ 1,685,000
C-48,E-32	BONNIE BRAE	OAK	HICKORY	380	0.07	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	105	61	44	$ 1,087,000	$ 543,500
C-49,E-33	BONNIE BRAE	HICKORY	PRAIRIE	1,425	0.27	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	405	237	168	$ 4,070,000	$ 2,035,000
C-50,E-34	BONNIE BRAE	PRAIRIE	IH 35E	860	0.16	4	SECONDARY ARTERIAL	SA	Widening	1,754	50%	750	240	140	100	$ 2,457,000	$ 1,228,500
E-35	CARDINAL	ORIOLE	MCKINNEY	2,225	0.42	2	COLLECTOR	C	New	New	100%	550	462	0	462	$ 3,167,000	$ 3,167,000
E-36	GEESLING	US 380	BLAGG	2,445	0.46	6	PRIMARY ARTERIAL	PA	Widening	1,948	100%	850	2346	896	1,450	$ 8,237,000	$ 8,237,000
E-37	GEESLING	US 380	BLAGG	5,395	1.02	6	PRIMARY ARTERIAL	PA	New	New	100%	850	5202	0	5,202	$ 18,210,000	$ 18,210,000
E-38	LAKEVIEW	POST OAK	SHADY SHORES	1,385	0.26	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,520	100%	850	1326	395	931	$ 2,294,000	$ 2,294,000
E-39	MAYHILL	US 380	PROMINENCE	2,335	0.44	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,874	100%	850	2244	1265	979	$ 2,467,000	$ 2,467,000
E-40	MAYHILL	PROMINENCE	770' N OF RUSSELL NEWMAN	2,040	0.39	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,874	100%	850	1989	1121	868	$ 2,155,000	$ 2,155,000
E-41	MAYHILL	770' N OF RUSSELL NEWMAN	RUSSELL NEWMAN	775	0.15	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,874	50%	850	383	216	167	$ 819,000	$ 409,500
E-42	MAYHILL	RUSSELL NEWMAN	460' S OF RUSSELL NEWMAN	460	0.09	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,066	50%	850	230	138	92	$ 487,000	$ 243,500
E-43	MAYHILL	460' S OF RUSSELL NEWMAN	MILLS	1,080	0.20	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,066	100%	850	1020	613	407	$ 1,142,000	$ 1,142,000
E-44	MAYHILL	MILLS	MCKINNEY	1,955	0.37	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,215	100%	850	1887	1190	697	$ 2,066,000	$ 2,066,000
E-45	MAYHILL	MCKINNEY	MORSE	2,045	0.39	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,731	100%	850	1989	1455	534	$ 2,161,000	$ 2,161,000
E-46	MAYHILL	MORSE	SPENCER	3,520	0.67	6	PRIMARY ARTERIAL	PA (1/3)	Widening	3,002	100%	850	3417	2012	1,405	$ 3,717,000	$ 3,717,000
E-47	MAYHILL	SPENCER	EDWARDS	3,185	0.60	6	PRIMARY ARTERIAL	PA (1/3)	Widening	4,075	100%	850	3060	2445	615	$ 3,864,000	$ 3,864,000
E-48	MAYHILL	2725' N OF COLORADO	COLORADO	2,725	0.52	6	PRIMARY ARTERIAL	PA (1/3)	New	New	100%	850	2652	0	2,652	$ 4,477,000	$ 4,477,000
E-49	MAYHILL	COLORADO	IH 35E	2,330	0.44	6	PRIMARY ARTERIAL	PA (1/3)	Widening	5,548	100%	850	2244	2441	-197	$ 1,840,000	$ 1,840,000
E-50	MAYHILL CONNECTOR	MAYHILL	QUAILCREEK	700	0.13	2	COLLECTOR	PA	New	New	100%	550	143	0	143	$ 2,071,000	$ 2,071,000
E-51	MOCKINGBIRD	MCKINNEY	625' N OF DUCHESS	855	0.16	4	COLLECTOR	C	New	New	100%	550	352	0	352	$ 1,217,000	$ 1,217,000
E-52	MOCKINGBIRD	DUCHESS	SHADY OAKS	2,170	0.41	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1230	0	1,230	$ 7,039,000	$ 7,039,000
E-53	MOCKINGBIRD	SHADY OAKS	SPENCER	2,805	0.53	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1590	0	1,590	$ 6,721,000	$ 6,721,000
E-54	POST OAK	MILLS	SPENCER	6,840	1.30	6	PRIMARY ARTERIAL	PA	New	New	100%	850	6630	0	6,630	$ 20,228,000	$ 20,228,000
E-55	POST OAK	TREATMENT PLANT	EDWARDS	6,685	1.27	6	PRIMARY ARTERIAL	PA	New	New	100%	850	6477	0	6,477	$ 21,525,000	$ 21,525,000
E-56	POST OAK	EDWARDS	POCKRUS PAGE	2,710	0.51	2	PRIMARY ARTERIAL	PA	New	New	100%	850	867	0	867	$ 8,015,000	$ 8,015,000
E-57	SWISHER	EDWARDS	POCKRUS PAGE	2,635	0.50	2	COLLECTOR	C	New	New	100%	550	550	0	550	$ 3,750,000	$ 3,750,000
E-58	TEASLEY	DALLAS	IH 35E	1,870	0.35	6	PRIMARY ARTERIAL	PA (1/3)	Widening	2,090	100%	850	1785	732	1,053	$ 2,077,000	$ 2,077,000
E-59	N STAR	SPENCER	ROY	1,705	0.32	2	COLLECTOR	C	New	New	100%	550	352	0	352	$ 2,427,000	$ 2,427,000
E-60	ROY	MAYHILL	N STAR	1,120	0.21	2	COLLECTOR	C	New	New	100%	550	231	0	231	$ 1,594,000	$ 1,594,000
SUBTOTAL													**92,971**	**23,997**	**68,974**	**$ 317,633,000**	**$ 305,523,500**

2022 Roadway Impact Impact Fee Cost per Service Area $ 37,660

TOTAL COST IN SERVICE AREA E $ 305,561,160

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

Appendix C – Existing Roadway Facilities Inventory

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area A

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
CORBIN	IH-35W	CORBIN	3,055	0.58	1	1	2U-R	SA	5	5	100%	150	150	87	87	3	3	84	84		
FM 1515	IH 35W	CORBIN	5,990	1.13	1	1	2U-H	PA	381	381	100%	725	725	819	819	431	431	389	389		
FM 1515	CORBIN	WESTERN	1,175	0.22	1	1	2U-H	PA	230	230	100%	725	725	160	160	51	51	109	109		
FM 1515	WESTERN	WESTCOURT	1,555	0.29	1	1	2U-H	PA	560	560	100%	725	725	210	210	162	162	48	48		
FM 1515	WESTCOURT	MASCH BRANCH	620	0.12	1	1	2U	PA	276	276	100%	450	450	54	54	33	33	21	21		
FM 1515	TOM COLE	3435' W OF TOM COLE	3,435	0.65	1	1	2U-R	PA	332	332	100%	150	150	98	98	216	216	-118	-118	118	118
FM 1515	3435' W OF TOM COLE	530' E OF C WOLFE	3,750	0.71	1	1	2U-R	PA	309	309	100%	150	150	107	107	219	219	-113	-113	113	113
FM 2449	4380' E OF C WOLFE	C WOLFE	4,380	0.83	1	1	2U-H	PA	682	682	100%	725	725	602	602	566	566	36	36		
FM 2449	AMYX HILL RD	3830' W OF AMYX HILL RD	3,830	0.73	1	1	2U-H	PA	189	189	50%	725	725	265	265	69	69	196	196		
H LIVELY	C WOLFE	2145' W OF H LIVELY	2,145	0.41	1	1	2U-R	PA	24	24	50%	150	150	31	31	5	5	26	26		
H LIVELY	2145' W OF H LIVELY	2150' W OF ED ROBSON	3,915	0.74	1	1	2U-R	PA	117	117	100%	150	150	111	111	87	87	24	24		
JIM CHRISTAL	IH 35	OLD SH 24	3,110	0.59	1	1	2U-H	SA	645	645	100%	725	725	428	428	381	381	47	47		
JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	1	1	2U-H	SA	528	528	50%	725	725	199	199	145	145	54	54		
JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	1	1	2U-H	SA	455	455	50%	725	725	239	239	150	150	89	89		
JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	1	1	2U-H	SA	119	119	50%	725	725	410	410	67	67	342	342		
JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	0.75	1	1	2U-H	SA	119	119	50%	725	725	272	272	45	45	227	227		
ROBSON RANCH	IH 35W	ED ROBSON	8,720	1.65	2	2	4U	PA	404	404	50%	550	550	908	908	333	333	574	574		
ROBSON RANCH	ED ROBSON	YARBROUGH	7,150	1.35	2	2	4U	PA	314	314	50%	550	550	743	743	212	212	531	531		
SPRINGSIDE	CORBIN	UNDERWOOD	1,835	0.35	1	1	2U	SA	310	310	100%	450	450	158	158	109	109	49	49		
SPRINGSIDE	UNDERWOOD	WESTCOURT	865	0.16	1	1	2U	SA	15	15	100%	450	450	72	72	2	2	70	70		
C WOLFE	1140' S OF TOM COLE	FM 2449	7,270	1.38	1	1	2U-R	PA	112	112	100%	150	150	207	207	155	155	52	52		
CORBIN	AIRPORT	1335' S OF FM 1515	1,355	0.26	2	2	4U	C	310	310	100%	550	550	286	286	81	81	205	205		
CORBIN	1335' S OF FM 1515	IH-35-CORBIN	675	0.13	1	1	3U	C	310	310	100%	550	550	72	72	40	40	31	31		
CORBIN	IH-35-CORBIN	SPRINGSIDE	2,050	0.39	1	1	2U-R	C	310	310	100%	150	150	59	59	121	121	-62	-62	62	62
H LIVELY	FM 2449	H LIVELY	3,315	0.63	1	1	2U	PA	482	482	50%	450	450	142	142	152	152	-10	-10	10	10
LOOP 288	IH-35W	UNDERWOOD CONNECTOR	2,565	0.49	1	1	2U-H	FWY	1,483	1,483	100%	725	725	355	355	727	727	-371	-371	371	371
PRECISION	1635' N OF FM 1515	FM 1515	1,635	0.31	1	1	2U	C	222	222	100%	450	450	140	140	69	69	71	71		
UNDERWOOD	SPRINGSIDE	UNDERWOOD CONNECTOR	4,000	0.76	1	1	2U	PA	346	346	100%	450	450	342	342	263	263	79	79		
UNDERWOOD	LOOP 288	1610' N OF H LIVELY	5,910	1.12	1	1	2U-R	PA	30	30	100%	150	150	168	168	34	34	134	134		
UNDERWOOD CONNECTOR	UNDERWOOD	915' S OF UNDERWOOD	915	0.17	1	1	2U	SA	321	321	100%	450	450	77	77	55	55	22	22		
WESTCOURT	FM 1515	SPRINGSIDE	4,165	0.79	1	1	2U	SA	276	276	100%	450	450	356	356	218	218	137	137		
WESTERN	JIM CHRISTAL	AIRPORT	6,485	1.23	2	2	4D	PA	127	127	100%	750	750	1,845	1,845	156	156	1,689	1,689		
SUBTOTAL			**112,205**	**21.26**										**10,016**	**10,016**	**5,354**	**5,354**	**4,662**	**4,662**	**674**	**674**
														20,032		**10,709**		**9,323**		**1,348**	

City of Denton - 2022 Roadway Impact Fee Study

Existing Roadway Facilities Inventory

Service Area B

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
ACME	FORT WORTH	BERNARD	480	0.09	1	1	2U	C	485	485	100%	450	450	41	41	44	44	-3	-3	3	3
ALLRED	BONNIE BRAE	BRUSH CREEK	4,285	0.81	1	1	2U-R	C	6	6	50%	150	150	61	61	2	2	58	58		
ALLRED	BRUSH CREEK	JOHN PAINE	1,610	0.30	1	1	2U-R	PA	585	585	50%	150	150	23	23	88	88	-65	-65	65	65
ALLRED	JOHN PAINE	365' W OF IH-35W	1,480	0.28	1	1	2U-R	PA	654	654	100%	150	150	42	42	183	183	-141	-141	141	141
ALLRED	365' W OF IH-35W	IH-35W	365	0.07	1	1	2U-R	PA	719	719	100%	150	150	11	11	50	50	-40	-40	40	40
BRUSH CREEK	815' E OF COUNTRY CLUB	COUNTRY CLUB	815	0.15	1	1	2U-R	PA	1,131	1,131	100%	150	150	23	23	170	170	-147	-147	147	147
BRUSH CREEK	COUNTRY CLUB	1935' W OF COUNTRY CLUB	1,935	0.37	1	1	2U-R	PA	150	150	100%	150	150	56	56	56	56	0	0		
BRUSH CREEK	2180' E OF FORT WORTH	FORT WORTH	2,180	0.41	1	1	2U-R	PA	150	150	100%	150	150	62	62	62	62	0	0		
CORBIN	BONNIE BRAE	IH-35W	3,505	0.66	1	1	2U-R	SA	5	5	100%	150	150	99	99	3	3	96	96		
CRAWFORD	FORT WORTH	IH 35W	3,360	0.64	1	1	2U-R	SA	1,328	1,328	50%	150	150	48	48	425	425	-377	-377	377	377
CREEKDALE	TEASLEY	PIMLICO	2,750	0.52	1	1	2U	C	223	223	100%	450	450	234	234	116	116	118	118		
CREEKDALE	RIVERCHASE	THISTLE WAY	1,610	0.30	1	1	2U	C	495	495	100%	450	450	135	135	149	149	-14	-14	14	14
CREEKDALE	RED FOX	EAGLESTONE	1,425	0.27	1	1	2U	C	349	349	100%	450	450	122	122	94	94	27	27		
CREEKDALE	RYAN	RED FOX	825	0.16	1	1	3U	C	349	349	100%	550	550	88	88	56	56	32	32		
EL PASEO	MONTECITO	FORRESTRIDGE	1,760	0.33	1	1	2U	C	262	262	100%	450	450	149	149	86	86	62	62		
EL PASEO	FORRESTRIDGE	BELMONT	1,905	0.36	1	1	2U	C	131	131	100%	450	450	162	162	47	47	115	115		
FM 1515	BONNIE BRAE	IH 35W	770	0.15	1	1	2U	PA	987	987	100%	450	450	68	68	148	148	-81	-81	81	81
HICKORY CREEK	FM 2499	NAUTICA	1,175	0.22	1	1	2U	PA	1,471	1,471	100%	450	450	99	99	324	324	-225	-225	225	225
HICKORY CREEK	NAUTICA	TEASLEY	1,310	0.25	2	2	4D	PA	1,471	1,471	100%	750	750	375	375	368	368	7	7		
HICKORY CREEK	TEASLEY	MONTECITO	4,475	0.85	1	1	2U	PA	218	218	100%	450	450	383	383	185	185	197	197		
HICKORY CREEK	MONTECITO	1435' W OF BIDDY BYE	2,230	0.42	1	1	2U	PA	1,131	1,131	50%	450	450	95	95	238	238	-143	-143	143	143
HIGHLAND PARK	HIGHLAND PARK	BONNIE BRAE	1,840	0.35	1	1	2U	C	20	20	100%	450	450	158	158	7	7	151	151		
HOBSON LANE	TEASLEY	MONTECITO	670	0.13	1	1	2U	SA	278	278	100%	450	450	59	59	36	36	22	22		
HOBSON LANE	MONTECITO	FORRESTRIDGE	1,495	0.28	1	1	2U	SA	276	276	100%	450	450	126	126	77	77	49	49		
HOBSON LANE	FORRESTRIDGE	COUNTRY CLUB	3,785	0.72	1	1	2U	SA	125	125	100%	450	450	324	324	90	90	234	234		
LONDONDERRY	SOUTHRIDGE	TEASLEY	1,755	0.33	1	1	2U	C	7	7	100%	450	450	149	149	2	2	146	146		
LONDONDERRY	TEASLEY	SAM BASS	2,105	0.40	1	1	2U	C	4	4	100%	450	450	180	180	2	2	178	178		
MONTECITO	HICKORY CREEK	TEASLEY	5,875	1.11	2	2	4U	C	847	847	100%	550	550	1,221	1,221	940	940	281	281		
PARVIN	BERNARD	MCCORMICK	1,580	0.30	1	1	2U	C	47	47	100%	450	450	135	135	14	14	121	121		
ROBINSON	POST OAK	FM 2499	685	0.13	2	2	4D	SA	1,379	1,379	50%	750	750	98	98	90	90	8	8		
ROBINSON	HARVARD	BERKLEY	1,055	0.20	2	2	4D	SA	774	774	100%	750	750	300	300	155	155	145	145		
ROBINSON	BERKLEY	230' E OF WHEELER RIDGE	505	0.10	2	2	4D	SA	774	774	100%	750	750	150	150	77	77	73	73		
ROBINSON	230' E OF WHEELER RIDGE	TEASLEY	2,735	0.52	1	1	2U	SA	594	594	100%	450	450	234	234	309	309	-75	-75	75	75
ROSELAWN	BERNARD	BONNIE BRAE	8,310	1.57	1	1	2U	C	231	231	100%	450	450	707	707	363	363	344	344		
RYAN	TEASLEY	MONTECITO	4,020	0.76	1	1	2U	SA	378	378	100%	450	450	342	342	287	287	55	55		
RYAN	MONTECITO	FORRESTRIDGE	3,305	0.63	1	1	2U	SA	276	276	100%	450	450	284	284	174	174	110	110		
RYAN	FORRESTRIDGE	COUNTRY CLUB	3,475	0.66	1	1	2U	SA	23	23	100%	450	450	297	297	15	15	282	282		
VINTAGE	FORT WORTH	BONNIE BRAE	4,605	0.87	1	1	2D	PA	211	211	100%	550	550	479	479	184	184	295	295		
VINTAGE	BONNIE BRAE	NAPA VALLEY	765	0.14	1	1	2D	PA	937	937	100%	550	550	77	77	131	131	-54	-54	54	54
VINTAGE	NAPA VALLEY	IH 35W	3,435	0.65	1	1	2U	PA	937	937	100%	450	450	293	293	609	609	-317	-317	317	317
WILLOWWOOD	BERNARD	MCCORMICK	1,735	0.33	1	1	2U	C	58	58	100%	450	450	149	149	19	19	129	129		
WILLOWWOOD	MCCORMICK	HIGHLAND PARK	2,250	0.43	1	1	2U	C	132	132	100%	450	450	194	194	57	57	137	137		
WILLOWWOOD	HIGHLAND PARK	1250' W OF HIGHLAND PARK	775	0.15	1	1	2U	C	301	301	100%	450	450	68	68	45	45	22	22		
WILLOWWOOD	1250' W OF HIGHLAND PARK	BONNIE BRAE	1,285	0.24	1	1	2U-R	C	519	519	100%	150	150	36	36	125	125	-89	-89	89	89
WIND RIVER	IH 35E	TEASLEY	5,995	1.14	1	1	3U	C	58	58	100%	550	550	627	627	66	66	561	561		
MCCORMICK	IH 35E	WILLOWWOOD	1,875	0.36	1	1	2U	C	96	96	100%	450	450	162	162	35	35	127	127		
BERNARD	IH 35E	WILLOWWOOD	315	0.06	1	1	2U	C	100	100	100%	450	450	27	27	6	6	21	21		
BERNARD	WILLOWWOOD	ACME	505	0.10	1	1	2U	C	55	55	100%	450	450	45	45	6	6	40	40		
BERNARD	ACME	PARVIN	1,520	0.29	1	1	2U	C	527	527	100%	450	450	131	131	153	153	-22	-22	22	22
BONNIE BRAE	IH 35E	FM 1515	725	0.14	1	1	2U	SA	1,496	1,496	100%	450	450	63	63	209	209	-146	-146	146	146
BONNIE BRAE	FM 1515	WILLOWWOOD	5,740	1.09	1	1	2U	SA	1,001	1,001	100%	450	450	491	491	1,091	1,091	-601	-601	601	601
BONNIE BRAE	1010' N OF VINTAGE	VINTAGE	1,010	0.19	1	1	2U	SA	847	847	100%	450	450	86	86	161	161	-75	-75	75	75
BONNIE BRAE	VINTAGE	ALLRED	6,275	1.19	1	1	2U	C	1,154	1,154	50%	450	450	268	268	687	687	-419	-419	419	419
COUNTRY CLUB	FORT WORTH	HOBSON	430	0.08	1	1	2U	SA	718	718	100%	450	450	36	36	57	57	-21	-21	21	21
COUNTRY CLUB	HOBSON	RYAN	5,285	1.00	1	1	2U	SA	642	642	100%	450	450	450	450	642	642	-192	-192	192	192
COUNTRY CLUB	RYAN	HICKORY CREEK	3,485	0.66	1	1	2U	SA	276	276	50%	450	450	149	149	91	91	57	57		
FM 2499	IH 35E	ROBINSON	5,755	1.09	3	3	6D	PA	2,970	2,970	100%	850	850	2,780	2,780	3,237	3,237	-458	-458	458	458
FM 2499	ROBINSON	600' S OF OCEAN	5,940	1.13	3	3	6D	PA	2,412	2,412	100%	850	850	2,882	2,882	2,726	2,726	156	156		
FORRESTRIDGE	HOBSON	EL PASEO	2,855	0.54	1	1	2U	C	108	108	100%	450	450	243	243	58	58	185	185		
FORRESTRIDGE	EL PASEO	RYAN	2,505	0.47	1	1	2U	C	23	23	100%	450	450	212	212	11	11	201	201		
FORT WORTH	IH 35E	COUNTRY CLUB	7,390	1.40	1	1	6D	PA	1,603	1,603	100%	850	850	1,190	1,190	2,244	2,244	-1,054	-1,054	1,054	1,054
FORT WORTH	COUNTRY CLUB	VINTAGE	6,965	1.32	1	1	2U-H	PA	1,370	1,370	100%	725	725	957	957	1,808	1,808	-851	-851	851	851
FORT WORTH	VINTAGE	BONNIE BRAE	5,655	1.07	1	1	2U-H	PA	1,199	1,199	100%	725	725	776	776	1,283	1,283	-507	-507	507	507
FORT WORTH	BONNIE BRAE	BRUSH CREEK	1,250	0.24	1	1	2U-H	PA	2,362	2,362	100%	725	725	174	174	567	567	-393	-393	393	393
FORT WORTH	BRUSH CREEK	CRAWFORD	5,845	1.11	1	1	2U-H	PA	1,795	1,795	100%	725	725	805	805	1,992	1,992	-1,188	-1,188	1,188	1,188
HIGHLAND PARK	IH 35E	WILLOWWOOD	3,155	0.60	1	1	2U	C	170	170	100%	450	450	270	270	102	102	168	168		
JOHN PAINE	TEXOMA	ATHENS	675	0.13	2	2	4U	SA	640	640	100%	550	550	143	143	83	83	60	60		
JOHN PAINE	ATHENS	CREEKWAY	3,500	0.66	2	2	4U	SA	640	640	100%	550	550	726	726	422	422	304	304		
LILLIAN MILLER	IH 35E	SOUTHRIDGE	2,070	0.39	2	2	4D	PA	1,508	1,508	100%	750	750	585	585	588	588	-3	-3	3	3

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area B

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
LILLIAN MILLER	SOUTHRIDGE	WIND RIVER	2,170	0.41	2	2	4D	PA	1,335	1,335	100%	750	750	615	615	547	547	68	68		
MCCORMICK	WILLOWWOOD	PARVIN	2,085	0.39	1	1	2U	C	4	4	100%	450	450	176	176	2	2	174	174		
MONTECITO	HOBSON	EL PASEO	2,960	0.56	1	1	2U	C	153	153	100%	450	450	252	252	86	86	166	166		
MONTECITO	EL PASEO	RYAN	3,060	0.58	1	1	2U	C	310	310	100%	450	450	261	261	180	180	81	81		
PENNSYLVANIA	IH 35E	SOUTHRIDGE	1,560	0.30	1	1	2U	C	32	32	100%	450	450	135	135	10	10	125	125		
PENNSYLVANIA	SOUTHRIDGE	TEASLEY	4,075	0.77	1	1	2U	C	1	1	100%	450	450	347	347	1	1	346	346		
RIVERPASS	CREEKDALE	HICKORY CREEK	2,595	0.49	1	1	2U	C	636	636	100%	450	450	221	221	312	312	-91	-91	91	91
SAM BASS	IH 35E	LONDONDERRY	1,600	0.30	1	1	2U	C	2	2	100%	450	450	135	135	1	1	134	134		
SOUTHRIDGE	IH 35E	LONDONDERRY	505	0.10	1	1	2U	C	4	4	100%	450	450	45	45	0	0	45	45		
SOUTHRIDGE	LONDONDERRY	PENNSYLVANIA	2,410	0.46	1	1	2U	C	3	3	100%	450	450	207	207	1	1	206	206		
SOUTHRIDGE	PENNSYLVANIA	LILLIAN B MILLER	2,045	0.39	1	1	2U	C	119	119	100%	450	450	176	176	46	46	129	129		
TEASLEY	IH 35E	LONDONDERRY	1,315	0.25	2	2	4D	PA	1,704	1,704	100%	750	750	375	375	426	426	-51	-51	51	51
TEASLEY	LONDONDERRY	HOBSON	5,140	0.97	2	2	4D	PA	1,568	1,568	100%	750	750	1,455	1,455	1,521	1,521	-66	-66	66	66
TEASLEY	LILLIAN B MILLER	PENNSYLVANIA	1,890	0.36	2	2	4D	PA	1,608	1,608	100%	750	750	540	540	579	579	-39	-39	39	39
TEASLEY	PENNSYLVANIA	HOBSON	1,085	0.21	2	2	4D	PA	1,567	1,567	100%	750	750	315	315	329	329	-14	-14	14	14
TEASLEY	WIND RIVER	BENT OAKS	1,230	0.23	2	2	4D	PA	2,542	2,542	100%	750	750	345	345	585	585	-240	-240	240	240
TEASLEY	BENT OAKS	RYAN	4,455	0.84	2	2	6D	PA	2,542	2,542	100%	850	850	1,428	1,428	2,135	2,135	-707	-707	707	707
TEASLEY	RYAN	ROBINSON	1,245	0.24	2	2	6D	PA	2,665	2,665	100%	850	850	408	408	640	640	-232	-232	232	232
TEASLEY	ROBINSON	HICKORY CREEK	4,145	0.79	2	2	6D	PA	2,888	2,888	100%	850	850	1,343	1,343	2,282	2,282	-939	-939	939	939
TEASLEY	HICKORY CREEK	MONTECITO	1,890	0.36	2	2	6D	PA	2,096	2,096	100%	850	850	612	612	755	755	-143	-143	143	143
TEASLEY	MONTECITO	OLD ALTON	3,760	0.71	2	2	6D	PA	2,638	2,638	100%	850	850	1,207	1,207	1,873	1,873	-666	-666	666	666
TEASLEY	OLD ALTON	635' W OF FM 2499	1,890	0.36	2	2	6D	PA	2,260	2,260	100%	850	850	612	612	814	814	-202	-202	202	202
SUBTOTAL			**238,125**	**45.13**										**33,907**	**33,907**	**38,149**	**38,149**	**-4,242**	**-4,242**	**11,091**	**11,091**
														67,813		**76,298**		**-8,485**		**22,182**	

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area C

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
BARTHOLD	MASCH BRANCH	5200' W OF IIH 35	5,195	0.98	1	1	2U-R	PA	125	125	50%	150	150	74	74	61	61	12	12		
FM 1173	IH 35	4605' W OF IH 35	4,605	0.87	1	1	2U-H	SA	324	324	100%	725	725	631	631	282	282	349	349		
FM 1173	4605' W OF IH 35	LOVERS	2,190	0.41	1	1	2U-H	SA	324	324	50%	725	725	149	149	66	66	82	82		
FM 2164	LOCUST	ELM	490	0.09	2	2	4D	SA	760	760	100%	750	750	135	135	68	68	67	67		
GANZER	2900' E OF IH 35	IH 35	2,900	0.55	1	1	2U-R	PA	115	115	100%	150	150	83	83	63	63	19	19		
GANZER	1620' E OF BARTHOLD	BARTHOLD	1,620	0.31	1	1	2U	PA	87	87	50%	450	450	70	70	13	13	56	56		
GANZER	BARTHOLD	RECTOR	2,585	0.49	1	1	2U	PA	37	37	50%	450	450	110	110	9	9	101	101		
HERCULES	LOCUST	TRISTAN	825	0.16	1	1	2U	C	276	276	100%	450	450	72	72	44	44	28	28		
HERCULES	TRISTAN	MEADOWTRAIL LN	770	0.15	1	1	2U	C	276	276	100%	450	450	68	68	41	41	26	26		
HERCULES	MEADOWTRAIL	NICOSIA	3,275	0.62	1	1	2U	C	42	42	100%	450	450	279	279	26	26	253	253		
HICKORY	BONNIE BRAE	OAK	530	0.10	2	2	4D	SA	628	628	100%	750	750	150	150	63	63	87	87		
JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	1	1	2U-H	SA	528	528	50%	725	725	199	199	145	145	54	54		
JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	1	1	2U-H	SA	455	455	50%	725	725	239	239	150	150	89	89		
JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	1	1	2U-H	SA	119	119	50%	725	725	410	410	67	67	342	342		
JIM CHRISTAL	THOMAS J EGAN	515' E OF C WOLFE	3,945	0.75	1	1	2U-H	SA	119	119	50%	725	725	272	272	45	45	227	227		
JIM CHRISTAL	945' W OF C WOLFE	NAIL	3,115	0.59	1	1	2U-H	SA	71	71	50%	725	725	214	214	21	21	193	193		
JIM CHRISTAL	NAIL	2045' W of Nail	2,045	0.39	1	1	2U-H	SA	60	60	50%	725	725	141	141	12	12	130	130		
LONG	N BONNIE BRAE	MILAM-US 77	1,255	0.24	1	1	2U-R	C	54	54	50%	150	150	18	18	6	6	12	12		
MASCH BRANCH	MASCH BRANCH	DARBY SMITH	3,450	0.65	1	1	2U	SA	202	202	100%	450	450	293	293	131	131	161	161		
MILAM	FM 2164	IH 35	14,085	2.67	1	1	2U-R	FWY	312	312	50%	150	150	200	200	417	417	-216	-216	216	216
OAK	BONNIE BRAE	HICKORY	405	0.08	2	2	4D	SA	419	419	100%	750	750	120	120	34	34	86	86		
OAK	HICKORY	IH 35	2,090	0.40	2	2	4D	SA	1,151	1,151	100%	750	750	600	600	460	460	140	140		
PANHANDLE	BONNIE BRAE	IH 35	3,000	0.57	1	1	2U	C	131	131	100%	450	450	257	257	75	75	182	182		
RINEY	US 77	2460' W OF US 77	2,460	0.47	1	1	2U	SA	12	12	100%	450	450	212	212	6	6	206	206		
RINEY	2460' W OF US 77	BONNIE BRAE	980	0.19	1	1	2U-R	SA	12	12	100%	150	150	29	29	2	2	26	26		
SCRIPTURE	BONNIE BRAE	IH 35	2,455	0.46	1	1	2U	C	110	110	100%	450	450	207	207	51	51	156	156		
SHERMAN	LOCUST	ELM	405	0.08	2	2	4U	SA	854	854	100%	550	550	88	88	68	68	20	20		
SHERMAN	ELM	CARROLL	1,060	0.20	2	2	4U	SA	838	838	100%	550	550	220	220	168	168	52	52		
THUNDERBIRD	IH 35	NORTHWAY	3,775	0.71	1	1	2U	C	140	140	100%	450	450	320	320	99	99	220	220		
US 380	LOCUST	ELM	410	0.08	3	3	6D	PA	1,251	1,251	50%	850	850	102	102	50	50	52	52		
US 380	ELM	BOLIVAR	380	0.07	3	3	6D	PA	1,077	1,077	50%	850	850	89	89	38	38	52	52		
US 380	BOLIVAR	CARROLL	680	0.13	3	3	6D	PA	1,076	1,076	50%	850	850	166	166	70	70	96	96		
US 380	CARROLL	FULTON	1,955	0.37	3	3	6D	PA	1,017	1,017	50%	850	850	472	472	188	188	284	284		
US 380	FULTON	HINKLE	475	0.09	3	3	6D	PA	856	856	50%	850	850	115	115	39	39	76	76		
US 380	HINKLE	MALONE	1,545	0.29	3	3	6D	PA	856	856	50%	850	850	370	370	124	124	246	246		
US 380	MALONE	ECTOR	1,595	0.30	3	3	6D	PA	856	856	50%	850	850	383	383	128	128	254	254		
US 380	ECTOR	BONNIE BRAE	1,865	0.35	3	3	6D	PA	890	890	50%	850	850	446	446	156	156	291	291		
US 380	BONNIE BRAE	IH 35	3,985	0.75	3	3	6D	PA	1,330	1,330	100%	850	850	1,913	1,913	998	998	915	915		
US 380	WESTERN	IH 35	4,180	0.79	3	3	6D	PA	495	495	100%	850	850	2,015	2,015	391	391	1,623	1,623		
US 380	WESTERN	MASCH BRANCH	2,925	0.55	3	3	6D	PA	467	467	100%	850	850	1,403	1,403	257	257	1,146	1,146		
US 380	MASCH BRANCH	THOMAS J EGAN	2,665	0.50	3	3	6D	PA	487	487	100%	850	850	1,275	1,275	244	244	1,032	1,032		
US 380	LOOP 288	THOMAS J EGAN	4,595	0.87	3	3	6D	FWY	378	378	100%	850	850	2,219	2,219	329	329	1,890	1,890		
US 380	THOMAS J EGAN	C WOLFE	3,930	0.74	3	3	6D	FWY	378	378	100%	850	850	1,887	1,887	280	280	1,607	1,607		
US 380	C WOLFE	NAIL	3,115	0.59	3	3	6D	FWY	378	378	50%	850	850	752	752	112	112	641	641		
US 77	WINDSOR	FM 2164	1,180	0.22	2	2	4D	PA	353	353	100%	750	750	330	330	78	78	252	252		
US 77	RINEY	WINDSOR	2,430	0.46	2	2	4D	PA	187	187	100%	750	750	690	690	86	86	604	604		
US 77	RINEY	RINEY	2,120	0.40	2	2	4D	PA	187	187	100%	750	750	600	600	75	75	525	525		
US 77	BONNIE BRAE	RINEY	3,960	0.75	2	2	4D	PA	149	149	100%	750	750	1,125	1,125	112	112	1,013	1,013		
US 77	LOOP 288	BONNIE BRAE	1,720	0.33	2	2	4D	PA	245	245	100%	750	750	495	495	81	81	414	414		
US 77	IH 35	LOOP 288	4,610	0.87	2	2	4D	PA	231	231	100%	750	750	1,305	1,305	201	201	1,104	1,104		
WESTGATE	1460' E OF IH-35	IH-35	1,460	0.28	2	2	4D	SA	57	57	100%	750	750	420	420	16	16	404	404		
WINDSOR	LOCUST	US 77	2,010	0.38	1	1	3U	C	148	148	100%	550	550	209	209	56	56	153	153		
WINDSOR	US 77	HINKLE	2,420	0.46	1	1	3U	SA	192	192	100%	550	550	253	253	88	88	165	165		
WINDSOR	HINKLE	BONNIE BRAE	5,240	0.99	1	1	2U	SA	239	239	100%	450	450	446	446	237	237	209	209		
WINDSOR	BONNIE BRAE	WESTGATE	2,700	0.51	2	2	4D	SA	62	62	100%	750	750	765	765	32	32	733	733		
WINDSOR	WESTGATE	145' W OF CLARENDON	505	0.10	1	1	2U	SA	62	62	100%	450	450	45	45	6	6	39	39		
WINDSOR	145' W OF CLARENDON	220' W OF WINDSOR FARMS	610	0.12	2	2	4D	SA	62	62	100%	750	750	180	180	7	7	173	173		
WINDSOR	220' W OF WINDSOR FARMS	IH 35	905	0.17	1	1	2U	SA	62	62	100%	450	450	77	77	11	11	66	66		
BARTHOLD	GANZER	2600' S OF GANZER	2,600	0.49	1	1	2U	SA	52	52	100%	450	450	221	221	25	25	195	195		
BONNIE BRAE	US 77	RINEY	1,985	0.38	1	1	2U	SA	170	170	100%	450	450	171	171	65	65	106	106		
BONNIE BRAE	RINEY	WINDSOR	3,510	0.66	2	2	4U	SA	110	110	100%	550	550	726	726	73	73	653	653		
BONNIE BRAE	WINDSOR	US 380	3,585	0.68	2	2	4U	SA	479	479	100%	550	550	748	748	326	326	422	422		
BONNIE BRAE	US 380	PANHANDLE	2,910	0.55	2	2	4U	SA	877	877	50%	550	550	303	303	241	241	61	61		
BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	0.20	2	2	4U	SA	877	877	50%	550	550	110	110	88	88	22	22		
BONNIE BRAE	SCRIPTURE	OAK	1,180	0.22	2	2	4U	SA	877	877	50%	550	550	121	121	96	96	25	25		
BONNIE BRAE	OAK	HICKORY	380	0.07	2	2	4U	SA	877	877	50%	550	550	39	39	31	31	8	8		
BONNIE BRAE	HICKORY	PRAIRIE	1,425	0.27	2	2	4U	SA	877	877	50%	550	550	149	149	118	118	30	30		
BONNIE BRAE	PRAIRIE	IH 35E	860	0.16	2	2	4U	SA	877	877	50%	550	550	88	88	70	70	18	18		
CARROLL	SHERMAN	US 380	525	0.10	3	3	6D	PA	1,087	1,087	100%	850	850	255	255	109	109	146	146		

City of Denton - 2022 Roadway Impact Fee Study

Existing Roadway Facilities Inventory

Service Area C

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
ELM	FM 2164	SHERMAN	3,090	0.59	0	2	6D	SA	0	1,106	100%	850	850	0	752	0	653	0	100		
ELM	SHERMAN	US 380	455	0.09	0	2	6D	SA	0	1,072	100%	850	850	0	115	0	96	0	18		
FALLMEADOW	HERCULES	MEADOWEDGE LN	1,095	0.21	1	1	2U	C	276	276	100%	450	450	95	95	58	58	37	37		
FALLMEADOW	GARDENVIEW	US 77	1,530	0.29	1	1	2U	C	276	276	100%	450	450	131	131	80	80	50	50		
FM 2164	KLEIN	MILAM	635	0.12	1	1	2U	PA	169	169	50%	450	450	27	27	10	10	17	17		
FM 2164	MILAM	LOOP 288	13,855	2.62	1	1	2U	PA	1,049	1,049	50%	450	450	590	590	1,374	1,374	-785	-785	785	785
HERITAGE TRAIL	US 380	SCRIPTURE	4,050	0.77	2	2	4D	SA	132	132	100%	750	750	1,155	1,155	102	102	1,053	1,053		
HINKLE	WINDSOR	US 380	4,555	0.86	1	1	2U	C	276	276	100%	450	450	387	387	237	237	150	150		
LOCUST	LOOP 288	HERCULES	2,260	0.43	1	1	2U	SA	962	962	50%	450	450	97	97	207	207	-110	-110	110	110
LOCUST	HERCULES	BELL	2,375	0.45	1	1	2U	SA	715	715	50%	450	450	101	101	161	161	-60	-60	60	60
LOCUST	BELL	WINDSOR	1,270	0.24	1	1	2U	SA	499	499	50%	450	450	54	54	60	60	-6	-6	6	6
LOCUST	WINDSOR	FM 2164	1,345	0.25	1	1	2U	SA	471	471	50%	450	450	56	56	59	59	-3	-3	3	3
LOCUST	FM 2164	CORONADO	630	0.12	2	0	4D	SA	870	0	100%	750	750	180	0	104	0	76	0		
LOCUST	CORONADO	SHERMAN	2,420	0.46	2	0	4D	SA	870	0	100%	750	750	690	0	400	0	290	0		
LOCUST	SHERMAN	US 380	475	0.09	2	0	4D	SA	1,025	513	100%	750	750	135	0	92	46	43	-46		46
LOVERS	FM 1173	MASCH BRANCH	4,120	0.78	1	1	2U	SA	65	65	100%	450	450	351	351	51	51	300	300		
LOVERS	1085' N OF MASCH BRANCH	MASCH BRANCH	1,085	0.21	1	1	2U	SA	80	80	100%	450	450	95	95	17	17	78	78		
MALONE	AUBURN	US 380	2,545	0.48	1	1	2U	C	276	276	100%	450	450	216	216	132	132	84	84		
MASCH BRANCH	1295' S OF FM 1173	JACKSON	4,170	0.79	1	1	2U	SA	222	222	50%	450	450	178	178	88	88	90	90		
MASCH BRANCH	LOVERS	US 380	3,800	0.72	1	1	2U	SA	50	50	100%	450	450	324	324	36	36	288	288		
MASCH BRANCH	US 380	JIM CHRISTAL	4,110	0.78	1	1	2U	SA	74	74	100%	450	450	351	351	58	58	293	293		
MILAM-US 77	GANZER	LONG	3,875	0.73	1	1	2U-R	SA	48	48	100%	150	150	110	110	35	35	74	74		
NAIL	US 380	2255' S OF JIM CHRISTAL	2,255	0.43	1	1	2U	SA	30	30	50%	450	450	97	97	6	6	90	90		
NAIL	2255' S OF JIM CHRISTAL	JIM CHRISTAL	2,470	0.47	1	1	2U	SA	30	30	100%	450	450	212	212	14	14	197	197		
NICOSIA	BEALL	US 77	2,820	0.53	1	1	2U	C	62	62	100%	450	450	239	239	33	33	206	206		
NORTHWAY	WINDSOR	THUNDERBIRD	1,045	0.20	1	1	2U	C	5	5	100%	450	450	90	90	1	1	89	89		
RINEY	US 77	WINDSOR	1,420	0.27	1	1	2U	C	276	276	100%	450	450	122	122	75	75	47	47		
THOMAS J EGAN	550' N OF US 380	US 380	550	0.10	1	1	2U	SA	276	276	50%	450	450	23	23	14	14	9	9		
THOMAS J EGAN	US 380	JIM CHRISTAL	4,010	0.76	1	1	2U	SA	276	276	100%	450	450	342	342	210	210	132	132		
WESTERN	US 380	JIM CHRISTAL	4,245	0.80	1	1	2U	PA	82	82	100%	450	450	360	360	66	66	294	294		
WESTGATE	WESTGATE	WINDSOR	4,310	0.82	1	1	2U	C	1	1	100%	450	450	369	369	1	1	368	368		
SUBTOTAL			**254,970**	**48.27**										**36,501**	**36,363**	**12,203**	**12,401**	**24,298**	**23,961**	**1,180**	**1,226**
														72,863		**24,604**		**48,259**		**2,406**	

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area D

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
BOBCAT	560' W OF FM 2164	FM 2164	560	0.11	1	1	2U-R	SA	19	19	50%	150	150	8	8	1	1	7	7		
CORONADO	SHERMAN	BELL	1,355	0.26	1	1	2U	C	276	276	100%	450	450	117	117	72	72	45	45		
CORONADO	BELL	LOCUST	1,735	0.33	1	1	2U	C	276	276	100%	450	450	149	149	91	91	57	57		
EMERSON	OLD NORTH	NOTTINGHAM	2,745	0.52	1	1	2U	C	7	7	100%	450	450	234	234	4	4	230	230		
EMERSON	NOTTINGHAM	GLENWOOD	3,010	0.57	1	1	2U	C	4	4	100%	450	450	257	257	2	2	254	254		
EMERSON	GLENWOOD	WILSONWOOD	1,140	0.22	1	1	2U	C	25	25	100%	450	450	99	99	6	6	94	94		
FISHTRAP	270' E OF GREEN LEAF	150' E OF MINGO	2,815	0.53	1	1	2U	C	203	203	100%	450	450	239	239	108	108	131	131		
FM 2153	2520' W OF CEMETERY	CEMETERY	2,525	0.48	1	1	2U-H	SA	86	86	50%	725	725	174	174	21	21	153	153		
GREENWOOD	GLENWOOD	SHERMAN	2,690	0.51	1	1	2U	C	5	5	100%	450	450	230	230	3	3	227	227		
GRIBBLE SPRINGS	INDIAN WELLS	3015' W OF INDIAN WELLS	3,015	0.57	1	1	2U-R	SA	312	312	50%	150	150	43	43	89	89	-46	-46	46	46
HARTLEE FIELD	3540' E OF COOPER CREEK	COOPER CREEK	3,540	0.67	1	1	2U-R	SA	312	312	50%	150	150	50	50	105	105	-54	-54	54	54
HARTLEE FIELD	COOPER CREEK	5170' W OF COOPER CREEK	5,170	0.98	1	1	2U-R	SA	18	18	50%	150	150	74	74	9	9	65	65		
HARTLEE FIELD	600' E OF SHERMAN	SHERMAN	600	0.11	1	1	2U-R	C	2	2	50%	150	150	8	8	0	0	8	8		
HERCULES	SHERMAN	STUART	2,960	0.56	1	1	2U	C	276	276	100%	450	450	252	252	155	155	97	97		
HERCULES	STUART	REDSTONE	1,385	0.26	2	2	4D	C	104	104	100%	750	750	390	390	27	27	363	363		
HERCULES	REDSTONE	MEADOW LANE	810	0.15	1	1	2U	C	104	104	100%	450	450	68	68	16	16	52	52		
HERCULES	MEADOW LANE	LOCUST	725	0.14	1	1	3U	C	104	104	100%	550	550	77	77	15	15	62	62		
KINGS	COOPER BRANCH	DUNES	3,035	0.57	1	1	2U	C	276	276	100%	450	450	257	257	157	157	99	99		
KINGS	DUNES	NOTTINGHAM	1,525	0.29	1	1	3U	C	148	148	100%	550	550	160	160	43	43	117	117		
KINGS	NOTTINGHAM	SHERMAN	1,970	0.37	1	1	3U	C	148	148	100%	550	550	204	204	55	55	149	149		
KINGS	SHERMAN	STUART	2,045	0.39	1	1	2U	C	276	276	100%	450	450	176	176	108	108	68	68		
LONG	SHERMAN	BOBCAT	2,965	0.56	1	1	3U	C	148	148	100%	550	550	308	308	83	83	225	225		
LONG	BOBCAT	1360' W OF BOBCAT	1,360	0.26	1	1	2U	C	276	276	50%	450	450	59	59	36	36	23	23		
LONG	STUART	1600' W OF STUART	1,600	0.30	1	1	2U	C	276	276	100%	450	450	135	135	83	83	52	52		
MINGO	E CITY LIMITS	COOPER CREEK	460	0.09	1	1	2U	SA	130	130	100%	450	450	41	41	12	12	29	29		
MINGO	COOPER CREEK	LOOP 288	2,305	0.44	1	1	2U	SA	276	276	100%	450	450	198	198	121	121	77	77		
MINGO	LOOP 288	US 380	2,275	0.43	1	1	2U	SA	276	276	100%	450	450	194	194	119	119	75	75		
SHEPARD	FM 2153	1490' W OF FM 2153	1,490	0.28	1	1	2U	SA	24	24	100%	450	450	126	126	7	7	119	119		
SHEPARD	1490' W OF FM 2153	4785' W OF FM 2153	3,295	0.62	1	1	2U	SA	24	24	50%	450	450	140	140	7	7	132	132		
SHERMAN	ZACKERY	FM 2153	1,715	0.32	1	1	2U-H	FWY	560	560	50%	725	725	116	116	90	90	26	26		
SHERMAN	FM 2153	GREEN VALLEY	9,105	1.72	1	1	2U-H	FWY	1,142	1,142	100%	725	725	1,247	1,247	1,964	1,964	-717	-717	717	717
US 380	LAKEVIEW	GEESLING	6,895	1.31	3	3	7U	FWY	2,268	2,268	100%	850	850	3,341	3,341	2,971	2,971	369	369		
US 380	GEESLING	MAYHILL	2,920	0.55	3	3	7U	PA	1,542	1,542	100%	850	850	1,403	1,403	848	848	554	554		
US 380	MAYHILL	LOOP 288	2,310	0.44	3	3	7U	PA	1,228	1,228	100%	850	850	1,122	1,122	540	540	582	582		
US 380	LOOP 288	MINGO	2,145	0.41	3	3	6D	PA	1,200	1,200	50%	850	850	523	523	246	246	277	277		
US 380	MINGO	OLD NORTH	790	0.15	3	3	6D	PA	1,317	1,317	50%	850	850	191	191	99	99	92	92		
US 380	OLD NORTH	NOTTINGHAM	2,465	0.47	3	3	6D	PA	1,187	1,187	50%	850	850	599	599	279	279	320	320		
US 380	NOTTINGHAM	GLENWOOD	3,090	0.59	3	3	6D	PA	1,089	1,089	50%	850	850	752	752	321	321	431	431		
US 380	GLENWOOD	RUDDELL	390	0.07	3	3	6D	PA	984	984	50%	850	850	89	89	34	34	55	55		
US 380	RUDDELL	BELL	3,065	0.58	3	3	6D	PA	1,042	1,042	50%	850	850	740	740	302	302	437	437		
US 380	BELL	LOCUST	1,495	0.28	3	3	6D	PA	1,138	1,138	50%	850	850	357	357	159	159	198	198		
WILSONWOOD	EMERSON	SHERMAN	530	0.10	1	1	2U	C	24	24	100%	450	450	45	45	2	2	43	43		
WINDSOR	DOMINION	OLD NORTH	1,390	0.26	1	1	2U	C	336	336	100%	450	450	117	117	87	87	30	30		
WINDSOR	OLD NORTH	DUNES	1,990	0.38	1	1	2U	C	358	358	100%	450	450	171	171	136	136	35	35		
WINDSOR	DUNES	NOTTINGHAM	700	0.13	1	1	2U	C	110	110	100%	450	450	59	59	14	14	44	44		
WINDSOR	NOTTINGHAME	GLENWOOD	3,375	0.64	1	1	2U	C	25	25	100%	450	450	288	288	16	16	272	272		
WINDSOR	GLENWOOD	SHERMAN	1,160	0.22	1	1	2U	C	276	276	100%	450	450	99	99	61	61	38	38		
WINDSOR	SHERMAN	STUART	1,150	0.22	1	1	3U	C	137	137	100%	550	550	121	121	30	30	91	91		
WINDSOR	STUART	BELL	1,270	0.24	1	1	3U	C	137	137	100%	550	550	132	132	33	33	99	99		
WINDSOR	BELL	LOCUST	1,605	0.30	2	2	3U	C	146	146	100%	550	550	330	330	44	44	286	286		
BELL	LOCUST	WINDSOR	2,325	0.44	1	1	2U	C	276	276	100%	450	450	198	198	121	121	77	77		
BELL	WINDSOR	CORONADO	1,740	0.33	1	1	2U	C	276	276	100%	450	450	149	149	91	91	57	57		
BELL	CORONADO	SHERMAN	1,960	0.37	1	1	2U	C	276	276	100%	450	450	167	167	102	102	64	64		
BELL	SHERMAN	US 380	1,230	0.23	1	1	2U	C	67	67	100%	450	450	104	104	15	15	88	88		
COLLINS	635' S OF HARTLEE FIELD	2000' S OF HARTLEE FIELD	1,375	0.26	1	1	2U-R	SA	109	109	50%	150	150	20	20	14	14	5	5		
COOPER CREEK	SILVER DOME	MINGO	4,360	0.83	1	1	2U-R	PA	911	911	50%	150	150	62	62	378	378	-316	-316	316	316
COOPER CREEK	MINGO	US 380	1,680	0.32	1	1	2U	PA	1,125	1,125	100%	450	450	144	144	360	360	-216	-216	216	216
DUNES	KINGS	WINDSOR	1,150	0.22	1	1	2U	C	276	276	100%	450	450	99	99	61	61	38	38		
FM 2153	COSNER	SHEPARD	2,780	0.53	1	1	2U-H	SA	86	86	100%	725	725	384	384	46	46	339	339		
FM 2153	COSNER	SHEPARD	8,905	1.69	1	1	2U-H	SA	86	86	50%	725	725	613	613	73	73	540	540		
FM 2153	SHEPARD	SHERMAN	2,635	0.50	1	1	2U-H	SA	86	86	50%	725	725	181	181	22	22	160	160		
FM 2164	320' S OF DOC HOLLIDAY	JOHN GEORGE	6,430	1.22	1	1	2U-H	PA	169	169	50%	725	725	442	442	103	103	339	339		
FM 2164	KLEIN	MILAM	635	0.12	1	1	2U	PA	169	169	50%	450	450	27	27	10	10	17	17		
FM 2164	MILAM	LOOP 288	13,855	2.62	1	1	2U	PA	1,049	1,049	50%	450	450	590	590	1,374	1,374	-785	-785	785	785
GLENWOOD	WINDSOR	EMERSON	580	0.11	1	1	2U	C	29	29	100%	450	450	50	50	3	3	46	46		
GLENWOOD	EMERSON	GREENWOOD	2,325	0.44	1	1	2U	C	7	7	100%	450	450	198	198	3	3	195	195		
GLENWOOD	GREENWOOD	US 380	830	0.16	1	1	2U	C	12	12	100%	450	450	72	72	2	2	70	70		
GREEN VALLEY	WARSCHUN	SHERMAN	2,305	0.44	1	1	2U-R	PA	928	928	100%	150	150	66	66	408	408	-342	-342	342	342
INDIAN WELLS	2905' N OF GRIBBLE SPRINGS	GRIBBLE SPRINGS	2,905	0.55	1	1	2U-R	SA	34	34	50%	150	150	41	41	9	9	32	32		

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area D

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
LOCUST	LOOP 288	HERCULES	2,260	0.43	1	1	2U	SA	962	962	50%	450	450	97	97	207	207	-110	-110	110	110
LOCUST	HERCULES	BELL	2,375	0.45	1	1	2U	SA	715	715	50%	450	450	101	101	161	161	-60	-60	60	60
LOCUST	BELL	WINDSOR	1,270	0.24	1	1	2U	SA	499	499	50%	450	450	54	54	60	60	-6	-6	6	6
LOCUST	WINDSOR	FM 2164	1,345	0.25	1	1	2U	SA	471	471	50%	450	450	56	56	59	59	-3	-3	3	3
LOCUST	FM 2164	CORONADO	630	0.12	2	0	4D	SA	870	0	100%	750	750	180	0	104	0	76	0		
LOCUST	CORONADO	SHERMAN	2,420	0.46	2	0	4D	SA	870	0	100%	750	750	690	0	400	0	290	0		
LOCUST	SHERMAN	US 380	475	0.09	2	0	4D	SA	1,025	0	100%	750	750	135	0	92	0	43	0		
NOTTINGHAM	KINGS	WINDSOR	1,490	0.28	1	1	2U	C	2	2	100%	450	450	126	126	1	1	125	125		
NOTTINGHAM	WINDSOR	EMERSON	1,395	0.26	1	1	2U	C	276	276	100%	450	450	117	117	72	72	45	45		
NOTTINGHAM	EMERSON	US 380	2,445	0.46	1	1	2U	C	276	276	100%	450	450	207	207	127	127	80	80		
OLD NORTH	WINDSOR	EMERSON	1,585	0.30	1	1	2U	C	22	22	100%	450	450	135	135	7	7	128	128		
OLD NORTH	EMERSON	US 380	1,725	0.33	1	1	2U	C	8	8	100%	450	450	149	149	3	3	146	146		
SHERMAN	GREEN VALLEY	HARTLEE FIELD	12,485	2.36	1	1	2U-H	FWY	1,305	1,305	100%	725	725	1,711	1,711	3,080	3,080	-1,369	-1,369	1,369	1,369
SHERMAN	HARTLEE FIELD	LOOP 288	1,460	0.28	1	1	2U-H	FWY	1,377	1,377	100%	725	725	203	203	386	386	-183	-183	183	183
SHERMAN	LOOP 288	HERCULES	1,650	0.31	2	2	4U	SA	1,107	1,107	100%	550	550	341	341	343	343	-2	-2	2	2
SHERMAN	HERCULES	KINGS	1,910	0.36	2	2	4U	SA	962	962	100%	550	550	396	396	346	346	50	50		
SHERMAN	KINGS	WINDSOR	2,025	0.38	2	2	4U	SA	890	890	100%	550	550	418	418	338	338	80	80		
SHERMAN	WINDSOR	WILSONWOOD	1,000	0.19	2	2	4U	SA	826	826	100%	550	550	209	209	157	157	52	52		
SHERMAN	WILSONWOOD	CORONADO	1,165	0.22	2	2	4U	SA	823	823	100%	550	550	242	242	181	181	61	61		
SHERMAN	CORONADO	GREENWOOD	1,640	0.31	2	2	4U	SA	830	830	100%	550	550	341	341	257	257	84	84		
SHERMAN	GREENWOOD	BELL	825	0.16	2	2	4U	SA	1,038	1,038	100%	550	550	176	176	166	166	10	10		
SHERMAN	BELL	LOCUST	1,715	0.32	2	2	4U	SA	967	967	100%	550	550	352	352	309	309	43	43		
STUART	LAKEVIEW	LOOP 288	3,105	0.59	1	1	2U	C	276	276	50%	450	450	133	133	81	81	51	51		
STUART	LOOP 288	HERCULES	2,250	0.43	1	1	2U	C	276	276	100%	450	450	194	194	119	119	75	75		
STUART	HERCULES	KINGS	1,555	0.29	1	1	2U	C	276	276	100%	450	450	131	131	80	80	50	50		
STUART	KINGS	WINDSOR	1,875	0.36	1	1	2U	C	276	276	100%	450	450	162	162	99	99	63	63		
STUART	WINDSOR	CORONADO	1,840	0.35	1	1	2U	C	45	45	100%	450	450	158	158	16	16	142	142		
SUBTOTAL			**226,580**	**42.91**										**27,118**	**26,113**	**20,275**	**19,678**	**6,843**	**6,435**	**4,209**	**4,209**
														53,231		**39,954**		**13,278**		**8,418**	

City of Denton - 2022 Roadway Impact Fee Study

Existing Roadway Facilities Inventory

Service Area E

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
AUDRA	1185' W OF LOOP 288	MOCKINGBIRD	1,445	0.27	1	1	2U	C	276	276	100%	450	450	122	122	75	75	47	47		
AUDRA	MOCKINGBIRD	MOCKINGBIRD	340	0.06	1	1	2U	C	276	276	100%	450	450	27	27	17	17	10	10		
AUDRA	MOCKINGBIRD	NOTTINGHAM	1,995	0.38	1	1	2U	C	276	276	100%	450	450	171	171	105	105	66	66		
AVE A	WELCH	HICKORY	955	0.18	1	1	2U	C	38	38	100%	450	450	81	81	7	7	74	74		
BLAGG	LAKEVIEW	GEESLING	3,740	0.71	1	1	2U	SA	276	276	100%	450	450	320	320	196	196	124	124		
BLAGG	GEESLING	2175' W OF GEESLING	2,175	0.41	1	1	2U	SA	1	1	100%	450	450	185	185	0	0	184	184		
BRINKER	MEDPARK	COLORADO	1,015	0.19	2	2	4D	SA	756	756	100%	750	750	285	285	144	144	141	141		
COLLINS	FORT WORTH	BERNARD	1,760	0.33	1	1	2U	C	106	106	100%	450	450	149	149	35	35	114	114		
CONGRESS	OAKLAND	LOCUST	735	0.14	1	1	2U	C	14	14	100%	450	450	63	63	2	2	61	61		
CONGRESS	LOCUST	ELM	390	0.07	1	1	2U	C	109	109	100%	450	450	32	32	8	8	24	24		
CONGRESS	ELM	BOLIVAR	445	0.08	1	1	2U	C	24	24	100%	450	450	36	36	2	2	34	34		
CONGRESS	BOLIVAR	CARROLL	615	0.12	1	1	2U	C	19	19	100%	450	450	54	54	2	2	52	52		
CONGRESS	CARROLL	FULTON	1,950	0.37	1	1	2U	C	3	3	100%	450	450	167	167	1	1	165	165		
CRESCENT	CARROLL	FULTON	1,950	0.37	1	1	2U	C	43	43	100%	450	450	167	167	16	16	151	151		
CRESCENT	FULTON	MALONE	2,095	0.40	1	1	2U	C	45	45	100%	450	450	180	180	18	18	162	162		
DALLAS	TEASLEY	IH 35E	4,590	0.87	2	2	4D	PA	1,197	1,197	100%	750	750	1,305	1,305	1,041	1,041	264	264		
DALLAS	ALEGRE VISTA	TEASLEY	945	0.18	2	2	5U	PA	2,062	2,062	100%	725	725	261	261	371	371	-110	-110	110	110
DALLAS	EAGLE	ALEGRE VISTA	3,060	0.58	2	2	5U	PA	1,876	1,876	100%	725	725	841	841	1,088	1,088	-247	-247	247	247
DUCHESS	LOOP 288	TRAILHEAD	2,885	0.55	1	1	2U	C	276	276	100%	450	450	248	248	152	152	96	96		
EAGLE	BELL	LOCUST	235	0.04	2	2	4U	SA	1,742	1,742	100%	550	550	44	44	70	70	-26	-26	26	26
EAGLE	LOCUST	ELM	530	0.10	2	2	4U	SA	1,369	1,369	100%	550	550	110	110	137	137	-27	-27	27	27
EAGLE	ELM	CARROLL	695	0.13	2	2	4U	SA	443	443	100%	550	550	143	143	58	58	85	85		
EAGLE	CARROLL	BERNARD	1,525	0.29	1	1	3U	SA	148	148	100%	550	550	160	160	43	43	117	117		
EAGLE	BERNARD	WELCH	885	0.17	1	1	3U	SA	7	7	100%	550	550	94	94	1	1	92	92		
EAGLE	WELCH	AVE A	485	0.09	1	1	3U	SA	14	14	100%	550	550	50	50	1	1	48	48		
EAGLE	AVE A	AVE C	1,460	0.28	1	1	3U	SA	372	372	100%	550	550	154	154	104	104	50	50		
EAGLE	AVE C	NORTH TEXAS	915	0.17	1	1	3U	SA	148	148	100%	550	550	94	94	25	25	68	68		
EDWARDS	LAKEVIEW	SWISHER	2,940	0.56	1	1	2U	C	276	276	100%	450	450	252	252	155	155	97	97		
EDWARDS	SWISHER	MAYHILL	5,945	1.13	1	1	2U	C	22	22	100%	450	450	509	509	25	25	484	484		
FM 426	TRINITY	MAYHILL	9,365	1.77	1	1	2U	SA	229	229	100%	450	450	797	797	405	405	391	391		
HICKORY	RUDDELL	BELL	3,280	0.62	2	0	2U	C	552	0	100%	450	450	558	0	342	0	216	0		
HICKORY	BELL	LOCUST	1,295	0.25	2	0	4D	C	1,520	0	100%	750	750	375	0	380	0	-5	0	5	
HICKORY	LOCUST	ELM	370	0.07	2	0	4D	SA	169	0	100%	750	750	105	0	12	0	93	0		
HICKORY	ELM	CARROLL	1,050	0.20	2	0	4D	SA	685	0	100%	750	750	300	0	137	0	163	0		
HICKORY	CARROLL	BERNARD	1,270	0.24	2	0	4D	SA	806	0	100%	750	750	360	0	193	0	167	0		
HICKORY	BERNARD	WELCH	865	0.16	2	0	4D	SA	815	0	100%	750	750	240	0	130	0	110	0		
HICKORY	WELCH	AVE A	665	0.13	2	0	4D	SA	834	0	100%	750	750	195	0	108	0	87	0		
HICKORY	AVE A	AVE C	1,300	0.25	2	0	4D	SA	324	0	100%	750	750	375	0	81	0	294	0		
HICKORY	AVE C	NORTH TEXAS	1,340	0.25	2	0	4D	SA	962	0	100%	750	750	375	0	241	0	135	0		
HICKORY	NORTH TEXAS	BONNIE BRAE	1,940	0.37	2	0	4D	SA	1,256	0	100%	750	750	555	0	465	0	90	0		
HIGHLAND	BERNARD	WELCH	875	0.17	1	1	2U	C	147	147	100%	450	450	77	77	25	25	52	52		
HIGHLAND	WELCH	AVE A	575	0.11	1	1	2U	C	62	62	100%	450	450	50	50	7	7	43	43		
HIGHLAND	AVE C	AVE D	660	0.13	1	1	2U	C	276	276	100%	450	450	59	59	36	36	23	23		
HIGHLAND	AVE D	NORTH TEXAS	660	0.13	1	1	2U	C	276	276	100%	450	450	59	59	36	36	23	23		
LATTIMORE	AUDRA	PERTAIN	2,980	0.56	1	1	2U	C	10	10	100%	450	450	252	252	6	6	246	246		
LOOP 288	SPENCER	BRINKER	1,335	0.25	3	3	6D	PA	1,577	1,577	100%	850	850	638	638	394	394	243	243		
LOOP 288	BRINKER	COLORADO	2,830	0.54	3	3	6D	PA	1,778	1,778	100%	850	850	1,377	1,377	960	960	417	417		
LOOP 288	COLORADO	IH 35E	1,570	0.30	3	3	6D	PA	1,827	1,827	100%	850	850	765	765	548	548	217	217		
MAPLE	BERNARD	WELCH	885	0.17	1	1	2U	C	120	120	100%	450	450	77	77	20	20	56	56		
MAPLE	WELCH	AVE A	555	0.11	1	1	2U	C	392	392	100%	450	450	50	50	43	43	6	6		
MAPLE	AVE A	AVE C	1,405	0.27	1	1	2U	C	418	418	100%	450	450	122	122	113	113	9	9		
MAPLE	AVE C	AVE D	660	0.13	1	1	2U	C	276	276	100%	450	450	59	59	36	36	23	23		
MCKINNEY	MAYHILL	LOOP 288	2,365	0.45	1	1	2U	SA	276	276	100%	450	450	203	203	124	124	78	78		
MCKINNEY	LOOP 288	CARDINAL	670	0.13	1	1	2U	SA	866	866	100%	450	450	59	59	113	113	-54	-54	54	54
MCKINNEY	CARDINAL	MOCKINGBIRD	1,145	0.22	1	1	2U	SA	865	865	100%	450	450	99	99	190	190	-91	-91	91	91
MCKINNEY	MOCKINGBIRD	MACK	3,245	0.61	1	1	2U	SA	276	276	100%	450	450	275	275	168	168	106	106		
MCKINNEY	MACK	AUDRA	1,540	0.29	1	1	2U	SA	684	684	100%	450	450	131	131	198	198	-68	-68	68	68
MCKINNEY	AUDRA	RUDDELL	1,710	0.32	2	2	4U	SA	786	786	100%	550	550	352	352	252	252	100	100		
MCKINNEY	RUDDELL	RUDDELL	120	0.02	2	2	4U	SA	792	792	100%	550	550	22	22	16	16	6	6		
MCKINNEY	RUDDELL	BELL	2,910	0.55	2	2	4U	SA	818	818	100%	550	550	605	605	450	450	155	155		
MCKINNEY	BELL	BELL	260	0.05	2	2	4U	SA	1,042	1,042	100%	550	550	55	55	52	52	3	3		
MCKINNEY	BELL	LOCUST	1,285	0.24	2	2	4U	SA	640	640	100%	550	550	264	264	154	154	110	110		
MCKINNEY	LOCUST	ELM	380	0.07	2	2	4U	SA	640	640	100%	550	550	77	77	45	45	32	32		
MCKINNEY	ELM	CARROLL	1,090	0.21	2	2	4U	SA	640	640	100%	550	550	231	231	134	134	97	97		
MILLS	TRINITY	MAYHILL	7,415	1.40	1	1	2U	SA	0	0	100%	450	450	630	630	0	0	630	630		
MINGO	US 380	OLD NORTH	760	0.14	1	1	2U	SA	276	276	100%	450	450	63	63	39	39	24	24		
MINGO	OLD NORTH	NOTTINGHAM	2,545	0.48	1	1	2U	SA	263	263	100%	450	450	216	216	126	126	90	90		
MINGO	NOTTINGHAM	PERTAIN	2,935	0.56	1	1	2U	SA	46	46	100%	450	450	252	252	26	26	226	226		
MINGO	PERTAIN	RUDDELL	945	0.18	1	1	2U	SA	101	101	100%	450	450	81	81	18	18	63	63		

City of Denton - 2022 Roadway Impact Fee Study

Existing Roadway Facilities Inventory

Service Area E

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
MINGO	RUDDELL	WILLIS	600	0.11	1	1	2U	SA	164	164	100%	450	450	50	50	18	18	31	31		
MINGO	WILLIS	WITHERS	2,305	0.44	1	1	2U	SA	261	261	100%	450	450	198	198	115	115	83	83		
MINGO	WITHERS	PAISLEY	235	0.04	1	1	2U	SA	267	267	100%	450	450	18	18	11	11	7	7		
MINGO	PAISLEY	BELL	985	0.19	1	1	2U	SA	299	299	100%	450	450	86	86	57	57	29	29		
MORSE	MAYHILL	KIMBERLY	1,145	0.22	1	1	2U	SA	721	721	100%	450	450	99	99	159	159	-60	-60	60	60
MORSE	KIMBERLY	LOOP 288	920	0.17	2	2	4D	SA	721	721	100%	750	P	255		123	123	132			
MORSE	WOODROW	NEWTON	1,460	0.28	1	1	2U	C	7	7	100%	450	450	126	126	2	2	124	124		
MORSE	NEWTON	LAKEY	2,305	0.44	1	1	2U	C	276	276	100%	450	450	198	198	121	121	77	77		
MULBERRY	ELM	CARROLL	1,045	0.20	1	1	2U	C	1	1	100%	450	450	90	90	0	0	90	90		
MULBERRY	CARROLL	BERNARD	1,315	0.25	1	1	2U	C	15	15	100%	450	450	113	113	4	4	109	109		
MULBERRY	BERNARD	WELCH	870	0.16	1	1	2U	C	3	3	100%	450	450	72	72	0	0	72	72		
OAK	BELL	LOCUST	1,290	0.24	0	2	4D	C	0	1,520	100%	750	750	0	360	0	365	0	-5		5
OAK	LOCUST	ELM	380	0.07	0	2	4D	SA	0	410	100%	750	750	0	105	0	29	0	76		
OAK	ELM	BOLIVAR	460	0.09	0	2	4D	SA	0	524	100%	750	750	0	135	0	47	0	88		
OAK	BOLIVAR	CARROLL	595	0.11	0	2	4D	SA	0	525	100%	750	750	0	165	0	58	0	107		
OAK	CARROLL	FULTON	1,900	0.36	0	2	4D	SA	0	477	100%	750	750	0	540	0	172	0	368		
OAK	FULTON	WELCH	225	0.04	0	2	4D	SA	0	560	100%	750	750	0	60	0	22	0	38		
OAK	WELCH	FRY	675	0.13	0	2	4D	SA	0	560	100%	750	750	0	195	0	73	0	122		
OAK	FRY	AVE C	1,280	0.24	0	2	4D	SA	0	556	100%	750	750	0	360	0	133	0	227		
OAK	JAGOE	NORTH TEXAS	1,355	0.26	0	2	4D	SA	0	556	100%	750	750	0	390	0	145	0	245		
OAK	NORTH TEXAS	BONNIE BRAE	1,935	0.37	0	2	4D	SA	0	849	100%	750	750	0	555	0	314	0	241		
PAISLEY	MOCKINGBIRD	MACK	2,895	0.55	1	1	2U	C	276	276	100%	450	450	248	248	152	152	96	96		
PAISLEY	MACK	AUDRA	835	0.16	1	1	2U	C	205	205	100%	450	450	72	72	33	33	39	39		
PAISLEY	AUDRA	RUDDELL	2,840	0.54	1	1	2U	C	15	15	100%	450	450	243	243	8	8	235	235		
PAISLEY	RUDDELL	FRAME	2,135	0.40	1	1	2U	C	276	276	100%	450	450	180	180	110	110	70	70		
PARKWAY	LOCUST	ELM	390	0.07	2	2	4U	C	0	0	100%	550	550	77	77	0	0	77	77		
PARKWAY	ELM	BOLIVAR	450	0.09	2	2	4U	C	3	3	100%	550	550	99	99	0	0	99	99		
PARKWAY	BOLIVAR	CARROLL	615	0.12	2	2	4U	C	3	3	100%	550	550	132	132	0	0	132	132		
POCKRUS PAGE	POST OAK	IH 35E	5,535	1.05	1	1	2U	C	355	355	100%	450	450	473	473	373	373	100	100		
PRAIRIE	BELL	LAKEY	1,850	0.35	1	1	2U	C	0	0	100%	450	450	158	158	0	0	158	158		
PRAIRIE	NORTH TEXAS	BONNIE BRAE	1,945	0.37	1	1	2U	C	276	276	100%	450	450	167	167	102	102	64	64		
PROMINENCE	MAYHILL	1095' E OF LOOP 288	1,260	0.24	1	1	2U	C	1	1	100%	450	450	108	108	0	0	108	108		
PROMINENCE	1095' E OF LOOP 288	LOOP 288	1,095	0.21	1	1	3U	C	1	1	100%	550	550	116	116	0	0	115	115		
ROBERTSON	BELL	DUNCAN	2,215	0.42	1	1	2U	C	36	36	100%	450	450	189	189	15	15	174	174		
RUSSELL NEWMAN	MAYHILL	LOOP 288	2,230	0.42	1	1	3U	C	148	148	100%	550	550	231	231	62	62	169	169		
SAN JACINTO	COLORADO	DALLAS	2,275	0.43	2	2	4D	SA	168	168	100%	750	750	645	645	72	72	573	573		
SCRIPTURE	FULTON	MALONE	2,415	0.46	1	1	2U	C	51	51	100%	450	450	207	207	23	23	184	184		
SCRIPTURE	MALONE	ECTOR	1,405	0.27	1	1	2U	C	8	8	100%	450	450	122	122	2	2	119	119		
SCRIPTURE	ECTOR	BONNIE BRAE	2,095	0.40	1	1	2U	C	84	84	100%	450	450	180	180	34	34	146	146		
SHADY OAKS	LOOP 288	WOODROW	7,230	1.37	2	2	4D	SA	200	200	100%	750	750	2,055	2,055	274	274	1,781	1,781		
SHADY OAKS	WOODROW	TEASLEY	3,070	0.58	1	1	3U	SA	80	80	100%	550	550	319	319	46	46	273	273		
SPENCER	MAYHILL	LOOP 288	2,315	0.44	1	1	2U	SA	620	620	100%	450	450	198	198	273	273	-75	-75	75	75
SPENCER	LOOP 288	BRINKER	1,205	0.23	2	2	4U	SA	185	185	100%	550	550	253	253	43	43	210	210		
SPENCER	BRINKER	WOODROW	5,320	1.01	2	2	4U	SA	171	171	100%	550	550	1,111	1,111	173	173	938	938		
TREATMENT PLANT	1325' W OF POST OAK	MAYHILL	3,960	0.75	1	1	2U	SA	0	0	100%	450	450	338	338	0	0	338	338		
US 380	US 377	LAKEVIEW	8,120	1.54	3	3	7U	FWY	2,269	2,269	100%	850	850	3,927	3,927	3,494	3,494	433	433		
US 380	LOOP 288	MINGO	2,145	0.41	3	3	6D	PA	1,200	1,200	50%	850	850	523	523	246	246	277	277		
US 380	MINGO	OLD NORTH	790	0.15	3	3	6D	PA	1,317	1,317	50%	850	850	191	191	99	99	92	92		
US 380	OLD NORTH	NOTTINGHAM	2,465	0.47	3	3	6D	PA	1,187	1,187	50%	850	850	599	599	279	279	320	320		
US 380	NOTTINGHAM	GLENWOOD	3,090	0.59	3	3	6D	PA	1,089	1,089	50%	850	850	752	752	321	321	431	431		
US 380	GLENWOOD	RUDDELL	390	0.07	3	3	6D	PA	984	984	50%	850	850	89	89	34	34	55	55		
US 380	RUDDELL	BELL	3,065	0.58	3	3	6D	PA	1,042	1,042	50%	850	850	740	740	302	302	437	437		
US 380	BELL	LOCUST	1,495	0.28	3	3	6D	PA	1,138	1,138	50%	850	850	357	357	159	159	198	198		
US 380	LOCUST	ELM	410	0.08	3	3	6D	PA	1,251	1,251	50%	850	850	102	102	50	50	52	52		
US 380	ELM	BOLIVAR	380	0.07	3	3	6D	PA	1,077	1,077	50%	850	850	89	89	38	38	52	52		
US 380	BOLIVAR	CARROLL	680	0.13	3	3	6D	PA	1,076	1,076	50%	850	850	166	166	70	70	96	96		
US 380	CARROLL	FULTON	1,955	0.37	3	3	6D	PA	1,017	1,017	50%	850	850	472	472	188	188	284	284		
US 380	FULTON	HINKLE	475	0.09	3	3	6D	PA	856	856	50%	850	850	115	115	39	39	76	76		
US 380	HINKLE	MALONE	1,545	0.29	3	3	6D	PA	856	856	50%	850	850	370	370	124	124	246	246		
US 380	MALONE	ECTOR	1,595	0.30	3	3	6D	PA	856	856	50%	850	850	383	383	128	128	254	254		
US 380	ECTOR	BONNIE BRAE	1,865	0.35	3	3	6D	PA	890	890	50%	850	850	446	446	156	156	291	291		
WELCH	BERNARD	WELCH	1,380	0.26	1	1	2U	C	211	211	100%	450	450	117	117	55	55	62	62		
WILLIS	RUDDELL	MINGO	545	0.10	1	1	2U	C	276	276	100%	450	450	45	45	28	28	17	17		
WITHERS	MINGO	BELL	655	0.12	1	1	2U	C	27	27	100%	450	450	54	54	3	3	51	51		
WITHERS	BELL	OAKLAND	810	0.15	1	1	2U	C	43	43	100%	450	450	68	68	6	6	61	61		
BERNARD	COLLINS	IH 35E	2,275	0.43	1	1	2U	C	70	70	100%	450	450	194	194	30	30	163	163		
DUNCAN	MORSE	TEASLEY	2,865	0.54	1	1	2U	C	72	72	100%	450	450	243	243	39	39	204	204		

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area E

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
AUDRA	NOTTINGHAM	LATTIMORE	1,260	0.24	2	2	4U	SA	263	263	100%	550	550	264	264	63	63	201	201		
AUDRA	LATTIMORE	PAISLEY	1,755	0.33	2	2	4U	SA	347	347	100%	550	550	363	363	115	115	248	248		
AUDRA	PAISLEY	1385' N OF MCKINNEY	805	0.15	2	2	4U	SA	640	640	100%	550	550	165	165	96	96	69	69		
AUDRA	1385' N OF MCKINNEY	MCKINNEY	1,385	0.26	2	2	4D	SA	760	760	100%	750	750	390	390	198	198	192	192		
AVE A	HIGHLAND	MAPLE	405	0.08	1	1	2U	C	61	61	100%	450	450	36	36	5	5	31	31		
AVE A	MAPLE	EAGLE	575	0.11	2	2	4U	C	70	70	100%	550	550	121	121	8	8	113	113		
AVE A	EAGLE	IH 35E	1,875	0.36	2	2	4U	SA	9	9	100%	550	550	396	396	3	3	393	393		
AVE C	OAK	HICKORY	395	0.07	2	2	4U	C	640	640	100%	550	550	77	77	45	45	32	32		
AVE C	HIGHLAND	MAPLE	400	0.08	1	1	2D	C	600	600	100%	550	550	44	44	48	48	-4	-4	4	4
AVE C	MAPLE	EAGLE	540	0.10	1	1	2D	C	600	600	100%	550	550	55	55	60	60	-5	-5	5	5
AVE D	HIGHLAND	MAPLE	395	0.07	1	1	2U	C	276	276	100%	450	450	32	32	19	19	12	12		
BELL	US 380	COLLEGE	2,255	0.43	1	1	2D	SA	600	600	100%	550	550	237	237	258	258	-22	-22	22	22
BELL	COLLEGE	WITHERS	1,250	0.24	1	1	3U	SA	148	148	100%	550	550	132	132	36	36	96	96		
BELL	WITHERS	PAISLEY	245	0.05	2	2	4U	SA	640	640	100%	550	550	55	55	32	32	23	23		
BELL	PAISLEY	MINGO	820	0.16	2	2	4U	SA	640	640	100%	550	550	176	176	102	102	74	74		
BELL	MINGO	MCKINNEY	705	0.13	2	2	4U	SA	640	640	100%	550	550	143	143	83	83	60	60		
BELL	MINGO	MCKINNEY	650	0.12	1	1	2U	C	299	299	100%	450	450	54	54	36	36	18	18		
BELL	MCKINNEY	OAK	340	0.06	2	2	4U	SA	1,042	1,042	100%	550	550	66	66	63	63	3	3		
BELL	OAK	HICKORY	380	0.07	2	2	4U	SA	1,042	1,042	100%	550	550	77	77	73	73	4	4		
BELL	HICKORY	PRAIRIE	1,635	0.31	2	2	4U	SA	1,113	1,113	100%	550	550	341	341	345	345	-4	-4	4	4
BELL	PRAIRIE	ROBERTSON	655	0.12	2	2	4U	SA	1,337	1,337	100%	550	550	132	132	160	160	-28	-28	28	28
BELL	ROBERTSON	EAGLE	990	0.19	2	2	4U	SA	1,273	1,273	100%	550	550	209	209	242	242	-33	-33	33	33
BERNARD	HICKORY	MULBERRY	390	0.07	1	1	2U	C	5	5	100%	450	450	32	32	0	0	31	31		
BERNARD	MULBERRY	HIGHLAND	1,555	0.29	1	1	2U	C	5	5	100%	450	450	131	131	1	1	129	129		
BERNARD	HIGHLAND	MAPLE	420	0.08	1	1	2U	C	156	156	100%	450	450	36	36	12	12	24	24		
BERNARD	MAPLE	EAGLE	580	0.11	1	1	2U	C	51	51	100%	450	450	50	50	6	6	44	44		
BERNARD	EAGLE	COLLINS	885	0.17	1	1	2U	C	0	0	100%	450	450	77	77	0	0	77	77		
BOLIVAR	US 380	PANHANDLE	3,475	0.66	1	1	2U	C	0	0	100%	450	450	297	297	0	0	297	297		
BOLIVAR	PANHANDLE	CONGRESS	740	0.14	1	1	2U	C	3	3	100%	450	450	63	63	0	0	63	63		
BOLIVAR	CONGRESS	PARKWAY	450	0.09	1	1	2U	C	1	1	100%	450	450	41	41	0	0	40	40		
BOLIVAR	PARKWAY	OAK	895	0.17	1	1	2U	C	1	1	100%	450	450	77	77	0	0	76	76		
BONNIE BRAE	US 380	PANHANDLE	2,910	0.55	2	2	4U	SA	877	877	50%	550	550	303	303	241	241	61	61		
BONNIE BRAE	PANHANDLE	SCRIPTURE	1,070	0.20	2	2	4U	SA	877	877	50%	550	550	110	110	88	88	22	22		
BONNIE BRAE	SCRIPTURE	OAK	1,180	0.22	2	2	4U	SA	877	877	50%	550	550	121	121	96	96	25	25		
BONNIE BRAE	OAK	HICKORY	380	0.07	2	2	4U	SA	877	877	50%	550	550	39	39	31	31	8	8		
BONNIE BRAE	HICKORY	PRAIRIE	1,425	0.27	2	2	4U	SA	877	877	50%	550	550	149	149	118	118	30	30		
BONNIE BRAE	PRAIRIE	IH 35E	860	0.16	2	2	4U	SA	877	877	50%	550	550	88	88	70	70	18	18		
BRINKER	SPENCER	LOOP 288	1,080	0.20	2	2	4D	SA	821	821	100%	750	750	300	300	164	164	136	136		
BRINKER	LOOP 288	MEDPARK	3,070	0.58	2	2	4D	SA	788	788	100%	750	750	870	870	457	457	413	413		
BRINKER	COLORADO	IH 35E	740	0.14	2	2	4D	SA	756	756	100%	750	750	210	210	106	106	104	104		
CARDINAL	995' N OF ORIOLE	ORIOLE	995	0.19	1	1	2U	C	260	260	100%	450	450	86	86	49	49	36	36		
CARDINAL	ORIOLE	MCKINNEY	1,815	0.34	1	1	2U	C	1	1	100%	450	450	153	153	0	0	153	153		
CARROLL	US 380	CRESCENT	2,015	0.38	3	3	6D	PA	1,439	1,439	100%	850	850	969	969	547	547	422	422		
CARROLL	CRESCENT	PANHANDLE	1,465	0.28	3	3	6D	PA	1,480	1,480	100%	850	850	714	714	414	414	300	300		
CARROLL	PANHANDLE	CONGRESS	760	0.14	3	3	6D	PA	1,480	1,480	100%	850	850	357	357	207	207	150	150		
CARROLL	CONGRESS	PARKWAY	390	0.07	3	3	6D	PA	1,701	1,701	100%	850	850	179	179	119	119	59	59		
CARROLL	PARKWAY	OAK	955	0.18	3	3	6D	PA	1,734	1,734	100%	850	850	459	459	312	312	147	147		
CARROLL	OAK	HICKORY	380	0.07	3	3	6D	PA	1,649	1,649	100%	850	850	179	179	115	115	63	63		
CARROLL	HICKORY	MULBERRY	380	0.07	3	3	6D	PA	1,508	1,508	100%	850	850	179	179	106	106	73	73		
CARROLL	MULBERRY	EAGLE	2,575	0.49	3	3	6D	PA	1,565	1,565	100%	850	850	1,250	1,250	767	767	483	483		
CARROLL	EAGLE	COLLINS	880	0.17	3	3	6D	PA	1,646	1,646	100%	850	850	434	434	280	280	154	154		
CENTRE PLACE	DALLAS	IH 35E	2,760	0.52	1	1	2U	C	3	3	100%	450	450	234	234	2	2	232	232		
COLORADO	SPENCER	SAN JACINTO	3,215	0.61	2	2	4U	SA	132	132	100%	550	550	671	671	81	81	590	590		
COLORADO	SAN JACINTO	LOOP 288	1,920	0.36	2	2	4D	SA	760	760	100%	750	750	540	540	274	274	266	266		
COLORADO	BRINKER	LOOP 288	2,840	0.54	2	2	4D	SA	760	760	100%	750	750	810	810	410	410	400	400		
COLORADO	MEDPARK	BRINKER	2,155	0.41	2	2	4D	SA	760	760	100%	750	750	615	615	312	312	303	303		
COLORADO	MAYHILL	MEDPARK	1,495	0.28	2	2	4D	SA	760	760	100%	750	750	420	420	213	213	207	207		
ECTOR	US 380	PANHANDLE	2,835	0.54	1	1	2U	C	35	35	100%	450	450	243	243	19	19	224	224		
ECTOR	PANHANDLE	SCRIPTURE	1,030	0.20	1	1	2U	C	276	276	100%	450	450	90	90	55	55	35	35		
ELM	US 380	CONGRESS	4,200	0.80	0	2	4D	SA	513	513	100%	750	750	0	1,200	410	410	-410	790	410	
ELM	CONGRESS	PARKWAY	445	0.08	0	2	6D	SA	532	532	100%	850	850	0	102	43	43	-43	59	43	

City of Denton - 2022 Roadway Impact Fee Study
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Service Area E

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
ELM	PARKWAY	MCKINNEY	535	0.10	0	2	6D	SA	534	534	100%	850	850	0	128	53	53	-53	74	53	
ELM	MCKINNEY	OAK	375	0.07	0	2	4D	SA	534	534	100%	750	750	0	105	37	37	-37	68	37	
ELM	OAK	HICKORY	380	0.07	0	2	4D	SA	477	477	100%	750	750	0	105	33	33	-33	72	33	
ELM	HICKORY	MULBERRY	375	0.07	0	2	4D	SA	737	737	100%	750	750	0	105	52	52	-52	53	52	
ELM	MULBERRY	EAGLE	2,570	0.49	0	2	4D	SA	542	542	100%	750	750	0	735	266	266	-266	469	266	
FORT WORTH	EAGLE	CARROLL	965	0.18	2	2	4U	SA	393	393	100%	550	550	198	198	71	71	127	127		
FORT WORTH	COLLINS	IH 35E	3,035	0.57	3	3	6D	PA	1,661	1,661	100%	850	850	1,454	1,454	947	947	507	507		
FRY	OAK	HICKORY	380	0.07	1	1	2U	C	247	247	100%	450	450	32	32	17	17	14	14		
FULTON	US 380	CRESCENT	1,520	0.29	1	1	2U	C	265	265	100%	450	450	131	131	77	77	54	54		
FULTON	CRESCENT	PANHANDLE	1,500	0.28	1	1	2U	C	276	276	100%	450	450	126	126	77	77	49	49		
FULTON	PANHANDLE	CONGRESS	720	0.14	1	1	2U	C	143	143	100%	450	450	63	63	20	20	43	43		
FULTON	CONGRESS	OAK	1,370	0.26	1	1	2U	C	22	22	100%	450	450	117	117	6	6	111	111		
GEESLING	US 380	BLAGG	2,445	0.46	1	1	2U	PA	974	974	100%	450	450	207	207	448	448	-241	-241	241	241
JAGOE	SCRIPTURE	OAK	1,115	0.21	1	1	2U	C	276	276	100%	450	450	95	95	58	58	37	37		
LAKEVIEW	POST OAK	SHADY SHORES	1,385	0.26	2	2	4D	PA	760	760	100%	750	750	390	390	198	198	192	192		
LAKEY	PRAIRIE	MORSE	1,535	0.29	1	1	2U	C	12	12	100%	450	450	131	131	3	3	127	127		
LOCUST	US 380	OAKLAND	1,285	0.24	2	0	4D	SA	668	668	100%	750	750	360	0	160	160	200	-160		160
LOCUST	OAKLAND	CONGRESS	2,905	0.55	2	0	4D	SA	488	488	100%	750	750	825	0	268	268	557	-268		268
LOCUST	CONGRESS	PARKWAY	415	0.08	2	0	4D	SA	503	503	100%	750	750	120	0	40	40	80	-40		40
LOCUST	PARKWAY	MCKINNEY	565	0.11	2	0	4D	SA	503	503	100%	750	750	165	0	55	55	110	-55		55
LOCUST	MCKINNEY	OAK	390	0.07	2	0	4D	SA	503	503	100%	750	750	105	0	35	35	70	-35		35
LOCUST	OAK	HICKORY	375	0.07	2	0	4D	SA	708	708	100%	750	750	105	0	50	50	55	-50		50
LOCUST	HICKORY	EAGLE	2,920	0.55	2	0	4D	SA	479	479	100%	750	750	825	0	263	263	562	-263		263
LOOP 288	US 380	AUDRA	1,765	0.33	3	3	6D	PA	1,200	1,200	100%	850	850	842	842	396	396	446	446		
LOOP 288	AUDRA	PROMINENCE	600	0.11	3	3	6D	PA	1,726	1,726	100%	850	850	281	281	190	190	91	91		
LOOP 288	PROMINENCE	RUSSELL NEWMAN	2,560	0.48	3	3	6D	PA	1,679	1,679	100%	850	850	1,224	1,224	806	806	418	418		
LOOP 288	RUSSELL NEWMAN	ORIOLE	565	0.11	3	3	6D	PA	1,689	1,689	100%	850	850	281	281	186	186	95	95		
LOOP 288	ORIOLE	MCKINNEY	1,845	0.35	3	3	6D	PA	1,724	1,724	100%	850	850	893	893	603	603	289	289		
LOOP 288	MCKINNEY	MORSE	2,970	0.56	3	3	6D	PA	1,736	1,736	100%	850	850	1,428	1,428	972	972	456	456		
LOOP 288	MORSE	SPENCER	3,510	0.66	3	3	6D	PA	1,424	1,424	100%	850	850	1,683	1,683	940	940	743	743		
MACK	PAISLEY	MCKINNEY	1,970	0.37	1	1	2U	C	198	198	100%	450	450	167	167	73	73	93	93		
MALONE	US 380	CRESCENT	960	0.18	1	1	3U	C	148	148	100%	550	550	99	99	27	27	72	72		
MALONE	CRESCENT	PANHANDLE	1,875	0.36	1	1	3U	C	148	148	100%	550	550	198	198	53	53	145	145		
MALONE	PANHANDLE	SCRIPTURE	1,120	0.21	1	1	3U	C	148	148	100%	550	550	116	116	31	31	84	84		
MAYHILL	US 380	PROMINENCE	2,335	0.44	2	2	4D	PA	1,437	1,437	100%	750	750	660	660	632	632	28	28		
MAYHILL	PROMINENCE	770' N OF RUSSELL NEWMAN	2,040	0.39	2	2	4D	PA	1,437	1,437	100%	750	750	585	585	560	560	25	25		
MAYHILL	770' N OF RUSSELL NEWMAN	RUSSELL NEWMAN	775	0.15	2	2	4D	PA	1,437	1,437	50%	750	750	113	113	108	108	5	5		
MAYHILL	RUSSELL NEWMAN	460' S OF RUSSELL NEWMAN	460	0.09	2	2	4D	PA	1,533	1,533	50%	750	750	68	68	69	69	-1	-1	1	1
MAYHILL	460' S OF RUSSELL NEWMAN	MILLS	1,080	0.20	2	2	4D	PA	1,533	1,533	100%	750	750	300	300	307	307	-7	-7	7	7
MAYHILL	MILLS	MCKINNEY	1,955	0.37	2	2	4D	PA	1,608	1,608	100%	750	750	555	555	595	595	-40	-40	40	40
MAYHILL	MCKINNEY	MORSE	2,045	0.39	2	2	4D	PA	1,865	1,865	100%	750	750	585	585	727	727	-142	-142	142	142
MAYHILL	MORSE	SPENCER	3,520	0.67	2	2	4D	PA	1,501	1,501	100%	750	750	1,005	1,005	1,006	1,006	-1	-1	1	1
MAYHILL	SPENCER	EDWARDS	3,185	0.60	2	2	4D	PA	2,037	2,037	100%	750	750	900	900	1,222	1,222	-322	-322	322	322
MAYHILL	QUAILCREEK	EDWARDS	1,560	0.30	1	1	2U	C	1,116	1,116	100%	450	450	135	135	335	335	-200	-200	200	200
MAYHILL	EDWARDS	COLORADO	515	0.10	2	2	4U	C	1,138	1,138	100%	550	550	110	110	114	114	-4	-4	4	4
MAYHILL	COLORADO	IH 35E	2,330	0.44	2	2	4D	PA	2,774	2,774	100%	750	750	660	660	1,221	1,221	-561	-561	561	561
MEDPARK	BRINKER	COLORADO	2,140	0.41	1	1	3U	C	148	148	100%	550	550	226	226	61	61	165	165		
MEDPARK	COLORADO	IH 35E	1,360	0.26	1	1	3U	C	148	148	100%	550	550	143	143	38	38	105	105		
MOCKINGBIRD	MINGO	AUDRA	1,890	0.36	1	1	2U	C	276	276	100%	450	450	162	162	99	99	63	63		
MOCKINGBIRD	AUDRA	PAISLEY	2,895	0.55	1	1	2U	C	15	15	100%	450	450	248	248	8	8	239	239		
MOCKINGBIRD	PAISLEY	ORIOLE	940	0.18	1	1	2U	C	91	91	100%	450	450	81	81	16	16	65	65		
MOCKINGBIRD	ORIOLE	MCKINNEY	1,670	0.32	1	1	2U	C	91	91	100%	450	450	144	144	29	29	115	115		
MOCKINGBIRD	625' N OF DUCHESS	DUCHESS	625	0.12	1	1	2U	SA	137	137	100%	450	450	54	54	16	16	38	38		
NORTH TEXAS	OAK	HICKORY	360	0.07	1	1	2U	SA	216	216	100%	450	450	32	32	15	15	16	16		
NORTH TEXAS	HICKORY	PRAIRIE	1,425	0.27	2	2	4U	SA	640	640	100%	550	550	297	297	173	173	124	124		
NORTH TEXAS	PRAIRIE	HIGHLAND	520	0.10	2	2	4U	SA	640	640	100%	550	550	110	110	64	64	46	46		
NORTH TEXAS	HIGHLAND	EAGLE	1,265	0.24	2	2	4U	SA	640	640	100%	550	550	264	264	154	154	110	110		
NORTH TEXAS	EAGLE	IH 35E	750	0.14	2	2	4U	SA	640	640	100%	550	550	154	154	90	90	64	64		
NOTTINGHAM	US 380	MINGO	1,820	0.34	2	2	4U	SA	640	640	100%	550	550	374	374	218	218	156	156		
NOTTINGHAM	MINGO	AUDRA	1,060	0.20	2	2	4U	SA	263	263	100%	550	550	220	220	53	53	167	167		
OAKLAND	LOCUST	WITHERS	2,775	0.53	1	1	2U	C	1	1	100%	450	450	239	239	1	1	238	238		

City of Denton - 2022 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area E

12/7/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	CLASS	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
OAKLAND	WITHERS	CONGRESS	680	0.13	1	1	2U	C	15	15	100%	450	450	59	59	2	2	57	57		
OLD NORTH	US 380	MINGO	600	0.11	1	1	2U	C	263	263	100%	450	450	50	50	29	29	21	21		
PERTAIN	MINGO	LATTIMORE	805	0.15	1	1	2U	C	2	2	100%	450	450	68	68	0	0	67	67		
POST OAK	POCKRUS PAGE	LAKEVIEW	1,240	0.23	1	1	2U	PA	276	276	100%	450	450	104	104	63	63	40	40		
RUDDELL	US 380	MINGO	2,460	0.47	1	1	2U	C	62	62	100%	450	450	212	212	29	29	182	182		
RUDDELL	WILLIS	PAISLEY	1,455	0.28	1	1	2U	C	17	17	100%	450	450	126	126	5	5	121	121		
RUDDELL	PAISLEY	MCKINNEY	1,580	0.30	1	1	2U	C	48	48	100%	450	450	135	135	14	14	121	121		
RUDDELL	MCKINNEY	HICKORY	590	0.11	1	1	2U	C	0	0	100%	450	450	50	50	0	0	50	50		
RUDDELL	HICKORY	MORSE	3,255	0.62	1	1	2U	C	8	8	100%	450	450	279	279	5	5	274	274		
TEASLEY	SHADY OAKS	DALLAS	860	0.16	2	2	4D	SA	760	760	100%	750	750	240	240	122	122	118	118		
TEASLEY	DALLAS	IH 35E	1,870	0.35	2	2	4D	PA	1,045	1,045	100%	750	750	525	525	366	366	159	159		
WELCH	OAK	HICKORY	380	0.07	2	2	4U	SA	640	640	100%	550	550	77	77	45	45	32	32		
WELCH	HICKORY	MULBERRY	350	0.07	2	2	4U	SA	277	277	100%	550	550	77	77	19	19	58	58		
WELCH	MULBERRY	HIGHLAND	1,570	0.30	2	2	4U	SA	187	187	100%	550	550	330	330	56	56	274	274		
WELCH	HIGHLAND	MAPLE	400	0.08	2	2	4U	SA	182	182	100%	550	550	88	88	15	15	73	73		
WELCH	MAPLE	EAGLE	575	0.11	2	2	4U	SA	640	640	100%	550	550	121	121	70	70	51	51		
WELCH	EAGLE	COLLINS	925	0.18	2	2	4U	C	640	640	100%	550	550	198	198	115	115	83	83		
WOODROW	MCKINNEY	MORSE	3,910	0.74	2	2	5U	SA	1,960	1,960	100%	725	725	1,073	1,073	1,450	1,450	-377	-377	377	377
WOODROW	MORSE	SHADY OAKS	1,305	0.25	2	2	4U	SA	640	640	100%	550	550	275	275	160	160	115	115		
WOODROW	SHADY OAKS	SPENCER	475	0.09	2	2	5U	SA	1,960	1,960	100%	725	725	131	131	176	176	-46	-46	46	46
SUBTOTAL			**158,685**	**30.09**										**20,658**	**19,830**	**11,737**	**11,004**	**8,921**	**8,948**	**3,695**	**3,672**
														40,488		**22,741**		**17,870**		**7,367**	

Appendix D – Plan for Awarding the Transportation Impact Fee Credit Summary

(as prepared by NewGen Strategies.)

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area A

Recoverable Impact Fee CIP Costs	$	88,707,667	Kimley-Horn Impact Fee Study
Financing Cost		43,092,001	See Detail Below
Existing Fund Balance		(4,394,807)	Roadway Appendices - page 1
Interest Earnings		(21,126,791)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	**$**	**106,278,070**	**Sum of Above**
Credit for Ad Valorem Revenues		(6,535,564)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	**$**	**99,742,506**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is the Kimley-Horn Impact Fee Study.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	114,028,007	Roadway Appendices - page 2
Existing Annual Debt Service		-	Roadway Appendices - page 3
Principal Component (New and Existing Debt)		(70,936,006)	Roadway Appendices - page 1
Financing Costs	$	43,092,001	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs. Reference is page 1 of Roadway Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 2.00% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues. This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area B

Recoverable Impact Fee CIP Costs	$	52,791,687	Kimley-Horn Impact Fee Study
Financing Cost		24,683,794	See Detail Below
Existing Fund Balance		(2,004,188)	Roadway Appendices - page 1
Interest Earnings		(12,622,463)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	**$**	**62,848,830**	**Sum of Above**
Credit for Ad Valorem Revenues		(1,580,744)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	**$**	**61,268,086**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is the Kimley-Horn Impact Fee Study.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	64,669,539	Roadway Appendices - page 2
Existing Annual Debt Service		1,170,764	Roadway Appendices - page 3
Principal Component (New and Existing Debt)		(41,156,509)	Roadway Appendices - page 1
Financing Costs	$	24,683,794	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs. Reference is page 1 of Roadway Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 2.00% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues. This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area C

Recoverable Impact Fee CIP Costs	$	126,409,861	Kimley-Horn Impact Fee Study
Financing Cost		61,414,578	See Detail Below
Existing Fund Balance		(3,170,473)	Roadway Appendices - page 1
Interest Earnings		(30,142,851)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	**$**	**154,511,114**	**Sum of Above**
Credit for Ad Valorem Revenues		(7,396,751)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	**$**	**147,114,363**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is the Kimley-Horn Impact Fee Study.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	162,512,338	Roadway Appendices - page 2
Existing Annual Debt Service		-	Roadway Appendices - page 3
Principal Component (New and Existing Debt)		(101,097,761)	Roadway Appendices - page 1
Financing Costs	$	61,414,578	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs. Reference is page 1 of Roadway Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 2.00% annual interest rate.
The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues. This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area D

Recoverable Impact Fee CIP Costs	$	51,696,805	Kimley-Horn Impact Fee Study
Financing Cost		25,105,399	See Detail Below
Existing Fund Balance		(1,685,562)	Roadway Appendices - page 1
Interest Earnings		(12,702,369)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	**$**	**62,414,273**	**Sum of Above**
Credit for Ad Valorem Revenues		(1,157,132)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	**$**	**61,257,141**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is the Kimley-Horn Impact Fee Study.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	66,432,715	Roadway Appendices - page 2
Existing Annual Debt Service		-	Roadway Appendices - page 3
Principal Component (New and Existing Debt)		(41,327,316)	Roadway Appendices - page 1
Financing Costs	$	25,105,399	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs. Reference is page 1 of Roadway Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 2.00% annual interest rate.
The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues. This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area E

Recoverable Impact Fee CIP Costs	$	79,169,421	Kimley-Horn Impact Fee Study
Financing Cost		38,714,769	See Detail Below
Existing Fund Balance		(4,840,794)	Roadway Appendices - page 1
Interest Earnings		(19,534,195)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	**$**	**93,509,200**	**Sum of Above**
Credit for Ad Valorem Revenues		(3,628,065)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	**$**	**89,881,135**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is the Kimley-Horn Impact Fee Study.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	102,210,271	Roadway Appendices - page 2
Existing Annual Debt Service		388,356	Roadway Appendices - page 3
Principal Component (New and Existing Debt)		(63,883,858)	Roadway Appendices - page 1
Financing Costs	$	38,714,769	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. To avoid charging twice for the same project, the impact fee revenues collected but yet to be expended (i.e. fund balance) are credited against the recoverable costs. Reference is page 1 of Roadway Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 2.00% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues. This is the maximum cost that can be recovered through Impact fees.

Appendix E – Plan for Awarding the Transportation Impact Fee Credit Supporting Exhibits

(as prepared by NewGen Strategies.)

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area A

I. General Assumptions

Annual Interest Rate on Deposits [1]	2.00%
Annual Vehicle Mile Growth [2]	3,997
Existing Fund Balance [3]	4,394,807

Portion of Projects Funded by Existing Debt [3]	$ -
Non-debt Funded Project Cost [4]	17,771,661
New Project Cost Funded Through New Debt [5]	70,936,006
Total Recoverable Project Cost [6]	$ 88,707,667

II. New Debt Issues Assumptions

Year	Principal [7]	Interest [8]	Term
1	$ 7,093,601	4.05%	20
2	7,093,601	4.30%	20
3	7,093,601	5.00%	20
4	7,093,601	5.00%	20
5	7,093,601	5.15%	20
6	7,093,601	5.15%	20
7	7,093,601	5.25%	20
8	7,093,601	5.25%	20
9	7,093,601	5.50%	20
10	7,093,601	5.50%	20
Total	$ 70,936,006		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [9]
1	$ 1,777,166
2	4,141,700
3	6,506,233
4	8,870,767
5	8,870,767
6	8,870,767
7	8,870,767
8	8,870,767
9	8,870,767
10	8,870,767
11	7,093,601
12	4,729,067
13	2,364,534
Total	88,707,667

(1) Per discussions with City Staff and City files
(2) Per Kimley-Horn Impact Fee Study
(3) Per discussions with City Staff and City files
(4) Per discussions with City Staff and City files
(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley-Horn Impact Fee Study
(8) Assumes new debt issued in equal amounts every year
(9) Estimated interest on future debt from City's Financial Advisor October 2022
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area A

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 524,273	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 524,273
2	524,273	535,919	-	-	-	-	-	-	-	-	1,060,192
3	524,273	535,919	569,209	-	-	-	-	-	-	-	1,629,401
4	524,273	535,919	569,209	569,209	-	-	-	-	-	-	2,198,610
5	524,273	535,919	569,209	569,209	576,471	-	-	-	-	-	2,775,081
6	524,273	535,919	569,209	569,209	576,471	576,471	-	-	-	-	3,351,551
7	524,273	535,919	569,209	569,209	576,471	576,471	581,337	-	-	-	3,932,888
8	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	-	-	4,514,225
9	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	-	5,107,813
10	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
11	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
12	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
13	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
14	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
15	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
16	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
17	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
18	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
19	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
20	524,273	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,701,400
21	-	535,919	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	5,177,127
22	-	-	569,209	569,209	576,471	576,471	581,337	581,337	593,588	593,588	4,641,208
23	-	-	-	569,209	576,471	576,471	581,337	581,337	593,588	593,588	4,071,999
24	-	-	-	-	576,471	576,471	581,337	581,337	593,588	593,588	3,502,790
25	-	-	-	-	-	576,471	581,337	581,337	593,588	593,588	2,926,320
26	-	-	-	-	-	-	581,337	581,337	593,588	593,588	2,349,849
27	-	-	-	-	-	-	-	581,337	593,588	593,588	1,768,512
28	-	-	-	-	-	-	-	-	593,588	593,588	1,187,175
29	-	-	-	-	-	-	-	-	-	593,588	593,588
	$ 10,485,462	$ 10,718,380	$ 11,384,177	$ 11,384,177	$ 11,529,415	$ 11,529,415	$ 11,626,735	$ 11,626,735	$ 11,871,755	$ 11,871,755	$ 114,028,007

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area A

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 524,273	$ 1,777,166	$ (7,093,601)	$ -	$ (3,449)	$ (4,795,611)
2	1,060,192	4,141,700	(7,093,601)	-	(13,859)	(1,905,568)
3	1,629,401	6,506,233	(7,093,601)	-	(31,743)	1,010,291
4	2,198,610	8,870,767	(7,093,601)	-	(56,740)	3,919,036
5	2,775,081	8,870,767	(7,093,601)	-	(88,948)	4,463,299
6	3,351,551	8,870,767	(7,093,601)	-	(128,089)	5,000,628
7	3,932,888	8,870,767	(7,093,601)	-	(174,248)	5,535,807
8	4,514,225	8,870,767	(7,093,601)	-	(227,138)	6,064,253
9	5,107,813	8,870,767	(7,093,601)	-	(287,324)	6,597,655
10	5,701,400	8,870,767	(7,093,601)	-	(354,136)	7,124,431
11	5,701,400	7,093,601	-	-	(354,136)	12,440,865
12	5,701,400	4,729,067	-	-	(354,136)	10,076,332
13	5,701,400	2,364,534	-	-	(354,136)	7,711,798
14	5,701,400	-	-	-	(354,136)	5,347,265
15	5,701,400	-	-	-	(354,136)	5,347,265
16	5,701,400	-	-	-	(354,136)	5,347,265
17	5,701,400	-	-	-	(354,136)	5,347,265
18	5,701,400	-	-	-	(354,136)	5,347,265
19	5,701,400	-	-	-	(354,136)	5,347,265
20	5,701,400	-	-	-	(354,136)	5,347,265
21	5,177,127	-	-	-	(321,571)	4,855,556
22	4,641,208	-	-	-	(288,283)	4,352,925
23	4,071,999	-	-	-	(252,927)	3,819,072
24	3,502,790	-	-	-	(217,572)	3,285,219
25	2,926,320	-	-	-	(181,765)	2,744,555
26	2,349,849	-	-	-	(145,958)	2,203,891
27	1,768,512	-	-	-	(109,849)	1,658,663
28	1,187,175	-	-	-	(73,740)	1,113,436
29	593,588	-	-	-	(36,870)	556,718
PTD	-	-	-	-	-	-
	$ 114,028,007	$ 88,707,667	$ (70,936,006)	$ -	$ (6,535,564)	$ 125,264,104

(1) Appendix D - Service Area A, Page 2

(2) Appendix D - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Appendix D - Service Area A, Page 7

City of Denton - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area A

Year	Impact Fee	Vehicle Miles	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ 4,394,807
1	$ 2,496	3,997	$ 9,974,251	$ (4,795,611)	$ 14,769,861	$ 235,595	19,400,263
2	2,496	3,997	9,974,251	(1,905,568)	11,879,819	506,803	31,786,885
3	2,496	3,997	9,974,251	1,010,291	8,963,960	725,377	41,476,222
4	2,496	3,997	9,974,251	3,919,036	6,055,215	890,077	48,421,514
5	2,496	3,997	9,974,251	4,463,299	5,510,952	1,023,540	54,956,005
6	2,496	3,997	9,974,251	5,000,628	4,973,622	1,148,856	61,078,484
7	2,496	3,997	9,974,251	5,535,807	4,438,444	1,265,954	66,782,882
8	2,496	3,997	9,974,251	6,064,253	3,909,998	1,374,758	72,067,637
9	2,496	3,997	9,974,251	6,597,655	3,376,596	1,475,119	76,919,351
10	2,496	3,997	9,974,251	7,124,431	2,849,820	1,566,885	81,336,056
11	-	-	-	12,440,865	(12,440,865)	1,502,312	70,397,503
12	-	-	-	10,076,332	(10,076,332)	1,307,187	61,628,358
13	-	-	-	7,711,798	(7,711,798)	1,155,449	55,072,009
14	-	-	-	5,347,265	(5,347,265)	1,047,968	50,772,712
15	-	-	-	5,347,265	(5,347,265)	961,982	46,387,429
16	-	-	-	5,347,265	(5,347,265)	874,276	41,914,440
17	-	-	-	5,347,265	(5,347,265)	784,816	37,351,992
18	-	-	-	5,347,265	(5,347,265)	693,567	32,698,294
19	-	-	-	5,347,265	(5,347,265)	600,493	27,951,523
20	-	-	-	5,347,265	(5,347,265)	505,558	23,109,816
21	-	-	-	4,855,556	(4,855,556)	413,641	18,667,900
22	-	-	-	4,352,925	(4,352,925)	329,829	14,644,804
23	-	-	-	3,819,072	(3,819,072)	254,705	11,080,437
24	-	-	-	3,285,219	(3,285,219)	188,757	7,983,975
25	-	-	-	2,744,555	(2,744,555)	132,234	5,371,654
26	-	-	-	2,203,891	(2,203,891)	85,394	3,253,157
27	-	-	-	1,658,663	(1,658,663)	48,477	1,642,970
28	-	-	-	1,113,436	(1,113,436)	21,725	551,260
29	-	-	-	556,718	(556,718)	5,458	-
PTD	-	-	-	-	-	-	-
			$ 99,742,506	$ 125,264,104		$ 21,126,791	

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area A

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Vehicle Miles: Actual	Annual Vehicle Miles: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	29	1.7584	1.0000	3,997	7,028	$ (4,795,611)	$ (8,432,767)
2	28	1.7240	1.0000	3,997	6,890	(1,905,568)	(3,285,114)
3	27	1.6902	1.0000	3,997	6,755	1,010,291	1,707,546
4	26	1.6570	1.0000	3,997	6,623	3,919,036	6,493,890
5	25	1.6245	1.0000	3,997	6,493	4,463,299	7,250,726
6	24	1.5927	1.0000	3,997	6,366	5,000,628	7,964,342
7	23	1.5614	1.0000	3,997	6,241	5,535,807	8,643,827
8	22	1.5308	1.0000	3,997	6,118	6,064,253	9,283,298
9	21	1.5008	1.0000	3,997	5,998	6,597,655	9,901,806
10	20	1.4714	1.0000	3,997	5,881	7,124,431	10,482,740
11	19	1.4425	1.0000	-	-	12,440,865	17,946,305
12	18	1.4142	1.0000	-	-	10,076,332	14,250,390
13	17	1.3865	1.0000	-	-	7,711,798	10,692,513
14	16	1.3593	1.0000	-	-	5,347,265	7,268,681
15	15	1.3327	1.0000	-	-	5,347,265	7,126,158
16	14	1.3065	1.0000	-	-	5,347,265	6,986,430
17	13	1.2809	1.0000	-	-	5,347,265	6,849,441
18	12	1.2558	1.0000	-	-	5,347,265	6,715,138
19	11	1.2312	1.0000	-	-	5,347,265	6,583,469
20	10	1.2070	1.0000	-	-	5,347,265	6,454,381
21	9	1.1834	1.0000	-	-	4,855,556	5,745,949
22	8	1.1602	1.0000	-	-	4,352,925	5,050,144
23	7	1.1374	1.0000	-	-	3,819,072	4,343,904
24	6	1.1151	1.0000	-	-	3,285,219	3,663,419
25	5	1.0933	1.0000	-	-	2,744,555	3,000,502
26	4	1.0718	1.0000	-	-	2,203,891	2,362,175
27	3	1.0508	1.0000	-	-	1,658,663	1,742,930
28	2	1.0302	1.0000	-	-	1,113,436	1,147,061
29	1	1.0100	1.0000	-	-	556,718	562,285
PTD		1.0000	1.0000	-	-	-	-
					64,394		$ 168,501,568

Annual Interest Rate:	2.00%
Total Escalated Expense for Entire Period	$ 168,501,568
Less Future Value of Initial Impact Fee Fund Balance	7,804,495
Sub-Total	$ 160,697,073
Total Escalated Vehicle Miles	64,394
Maximum Assessable Impact Fee for Roadway Service Area A	**$ 2,496**

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area A

Street Name	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]	Impact Fee Recoverable Cost
CORBIN	$ 10,164,000	$ 3,360,317	$ -	$ 2,688,253	$ 672,063	$ 3,360,317
CORBIN	3,378,000	1,116,799	-	893,440	223,360	1,116,799
FM 1515	23,533,000	7,780,237	-	6,224,190	1,556,047	7,780,237
FM 1515	3,959,000	1,308,884	-	1,047,107	261,777	1,308,884
FM 1515	7,495,000	2,477,919	-	1,982,336	495,584	2,477,919
FM 1515	2,089,000	690,644	-	552,515	138,129	690,644
FM 1515	13,827,000	4,571,340	-	3,657,072	914,268	4,571,340
FM 1515	13,132,000	4,341,566	-	3,473,253	868,313	4,341,566
H LIVELY	3,613,000	1,194,493	-	955,594	238,899	1,194,493
H LIVELY	13,188,000	4,360,080	-	3,488,064	872,016	4,360,080
IH-35-CORBIN	7,040,000	2,327,492	-	1,861,994	465,498	2,327,492
JIM CHRISTAL	10,332,000	3,415,859	-	2,732,687	683,172	3,415,859
JIM CHRISTAL	4,873,000	1,611,061	-	1,288,849	322,212	1,611,061
JIM CHRISTAL	5,982,000	1,977,707	-	1,582,166	395,541	1,977,707
JIM CHRISTAL	9,251,000	3,058,470	-	2,446,776	611,694	3,058,470
JIM CHRISTAL	6,353,500	2,100,528	-	1,680,423	420,106	2,100,528
PRECISION-WESTERN	6,566,000	2,170,783	-	1,736,626	434,157	2,170,783
ROBSON RANCH	15,487,000	5,120,152	-	4,096,121	1,024,030	5,120,152
ROBSON RANCH	12,667,500	4,187,998	-	3,350,398	837,600	4,187,998
SPRINGSIDE	6,141,000	2,030,274	-	1,624,219	406,055	2,030,274
SPRINGSIDE	2,971,000	982,241	-	785,793	196,448	982,241
TJ EGAN-LOOP 288	3,722,000	1,230,529	-	984,423	246,106	1,230,529
C WOLFE	13,120,000	4,337,599	-	3,470,079	867,520	4,337,599
C WOLFE	6,009,000	1,986,633	-	1,589,307	397,327	1,986,633
CORBIN	3,667,000	1,212,346	-	969,877	242,469	1,212,346
J CHRISTAL-H LIVELY	5,353,000	1,769,754	-	1,415,803	353,951	1,769,754
PRECISION	3,694,000	1,221,272	-	977,018	244,254	1,221,272
THOMAS J EGAN	6,984,000	2,308,978	-	1,847,182	461,796	2,308,978
THOMAS J EGAN	2,317,500	766,188	-	612,950	153,238	766,188
UNDERWOOD	15,229,000	5,034,855	-	4,027,884	1,006,971	5,034,855
WESTCOURT	5,343,000	1,766,447	-	1,413,158	353,289	1,766,447
WESTERN	6,619,000	2,188,305	-	1,750,644	437,661	2,188,305
WESTERN	14,102,000	4,662,257	-	3,729,806	932,451	4,662,257
	37,660	37,660	-	-	37,660	37,660
	$ 268,239,160	$ 88,707,667	$ -	$ 70,936,006	$ 17,771,661	$ 88,707,667

(1) Per Kimley-Horn Impact Fee Study

(2) Per discussions with City staff and City files

City of Denton - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area A

Year	Eligible Debt Service[1]	Annual Vehicle Miles	Eligible Debt Service per Vehicle Mile	Annual Growth in Vehicle Miles (Cumulative)	Credit for Annual Ad Valorem Rate Revenues
1	$ 524,273	607,498	$ 0.86	3,997	$ 3,449
2	1,060,192	611,495	1.73	7,994	13,859
3	1,629,401	615,491	2.65	11,990	31,743
4	2,198,610	619,488	3.55	15,987	56,740
5	2,775,081	623,485	4.45	19,984	88,948
6	3,351,551	627,482	5.34	23,981	128,089
7	3,932,888	631,479	6.23	27,978	174,248
8	4,514,225	635,476	7.10	31,975	227,138
9	5,107,813	639,472	7.99	35,971	287,324
10	5,701,400	643,469	8.86	39,968	354,136
11	5,701,400	643,469	8.86	39,968	354,136
12	5,701,400	643,469	8.86	39,968	354,136
13	5,701,400	643,469	8.86	39,968	354,136
14	5,701,400	643,469	8.86	39,968	354,136
15	5,701,400	643,469	8.86	39,968	354,136
16	5,701,400	643,469	8.86	39,968	354,136
17	5,701,400	643,469	8.86	39,968	354,136
18	5,701,400	643,469	8.86	39,968	354,136
19	5,701,400	643,469	8.86	39,968	354,136
20	5,701,400	643,469	8.86	39,968	354,136
21	5,177,127	643,469	8.05	39,968	321,571
22	4,641,208	643,469	7.21	39,968	288,283
23	4,071,999	643,469	6.33	39,968	252,927
24	3,502,790	643,469	5.44	39,968	217,572
25	2,926,320	643,469	4.55	39,968	181,765
26	2,349,849	643,469	3.65	39,968	145,958
27	1,768,512	643,469	2.75	39,968	109,849
28	1,187,175	643,469	1.84	39,968	73,740
29	593,588	643,469	0.92	39,968	36,870
Total	$ 114,028,007				$ 6,535,564

2022 Vehicle Miles (All Service Areas) [2]	603,501	
Ten Year Growth in Vehicle Miles (Service Area A) [2]	39,968	
	10	years
Annual Growth in Vehicle Miles	3,997	
Credit Amount	**$ 6,535,564**	

(1) Appendix D - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area B

I. General Assumptions

Annual Interest Rate on Deposits [1]	2.00%
Annual Vehicle Mile Growth [2]	1,637
Existing Fund Balance [3]	2,004,188

Portion of Projects Funded by Existing Debt [3]	$ 926,052
Non-debt Funded Project Cost [4]	11,635,178
New Project Cost Funded Through New Debt [5]	40,230,457
Total Recoverable Project Cost [6]	$ 52,791,687

II. New Debt Issues Assumptions

Year	Principal [7]	Interest [8]	Term
1	$ 4,023,046	4.05%	20
2	4,023,046	4.30%	20
3	4,023,046	5.00%	20
4	4,023,046	5.00%	20
5	4,023,046	5.15%	20
6	4,023,046	5.15%	20
7	4,023,046	5.25%	20
8	4,023,046	5.25%	20
9	4,023,046	5.50%	20
10	4,023,046	5.50%	20
Total	$ 40,230,457		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [9]
1	$ 1,163,518
2	2,504,533
3	3,845,548
4	5,186,563
5	5,186,563
6	5,186,563
7	5,186,563
8	5,186,563
9	5,186,563
10	5,186,563
11	4,023,046
12	2,682,030
13	1,341,015
Total	51,865,635

(1) Per discussions with City Staff and City files
(2) Per Kimley-Horn Impact Fee Study
(3) Per discussions with City Staff and City files
(4) Per discussions with City Staff and City files
(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley-Horn Impact Fee Study
(8) Assumes new debt issued in equal amounts every year
(9) Estimated interest on future debt from City's Financial Advisor October 2022
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area B

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 297,335	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 297,335
2	297,335	303,940	-	-	-	-	-	-	-	-	601,275
3	297,335	303,940	322,820	-	-	-	-	-	-	-	924,094
4	297,335	303,940	322,820	322,820	-	-	-	-	-	-	1,246,914
5	297,335	303,940	322,820	322,820	326,938	-	-	-	-	-	1,573,852
6	297,335	303,940	322,820	322,820	326,938	326,938	-	-	-	-	1,900,790
7	297,335	303,940	322,820	322,820	326,938	326,938	329,698	-	-	-	2,230,488
8	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	-	-	2,560,185
9	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	-	2,896,831
10	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
11	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
12	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
13	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
14	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
15	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
16	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
17	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
18	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
19	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
20	297,335	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	3,233,477
21	-	303,940	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	2,936,142
22	-	-	322,820	322,820	326,938	326,938	329,698	329,698	336,646	336,646	2,632,202
23	-	-	-	322,820	326,938	326,938	329,698	329,698	336,646	336,646	2,309,383
24	-	-	-	-	326,938	326,938	329,698	329,698	336,646	336,646	1,986,563
25	-	-	-	-	-	326,938	329,698	329,698	336,646	336,646	1,659,625
26	-	-	-	-	-	-	329,698	329,698	336,646	336,646	1,332,687
27	-	-	-	-	-	-	-	329,698	336,646	336,646	1,002,989
28	-	-	-	-	-	-	-	-	336,646	336,646	673,292
29	-	-	-	-	-	-	-	-	-	336,646	336,646
	$ 5,946,697	$ 6,078,794	$ 6,456,392	$ 6,456,392	$ 6,538,762	$ 6,538,762	$ 6,593,956	$ 6,593,956	$ 6,732,915	$ 6,732,915	$ 64,669,539

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area B

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 297,335	$ 1,163,518	$ (4,023,046)	$ 33,574	$ (895)	$ (2,529,515)
2	601,275	2,504,533	(4,023,046)	30,403	(3,409)	(890,244)
3	924,094	3,845,548	(4,023,046)	30,332	(7,706)	769,223
4	1,246,914	5,186,563	(4,023,046)	30,245	(13,712)	2,426,964
5	1,573,852	5,186,563	(4,023,046)	30,697	(21,476)	2,746,591
6	1,900,790	5,186,563	(4,023,046)	30,559	(30,937)	3,063,929
7	2,230,488	5,186,563	(4,023,046)	30,960	(42,149)	3,382,816
8	2,560,185	5,186,563	(4,023,046)	30,755	(55,043)	3,699,416
9	2,896,831	5,186,563	(4,023,046)	31,057	(69,790)	4,021,615
10	3,233,477	5,186,563	(4,023,046)	31,288	(86,239)	4,342,044
11	3,233,477	4,023,046	-	30,909	(86,229)	7,201,203
12	3,233,477	2,682,030	-	31,604	(86,247)	5,860,864
13	3,233,477	1,341,015	-	31,666	(86,249)	4,519,910
14	3,233,477	-	-	-	(85,412)	3,148,065
15	3,233,477	-	-	-	(85,412)	3,148,065
16	3,233,477	-	-	-	(85,412)	3,148,065
17	3,233,477	-	-	-	(85,412)	3,148,065
18	3,233,477	-	-	-	(85,412)	3,148,065
19	3,233,477	-	-	-	(85,412)	3,148,065
20	3,233,477	-	-	-	(85,412)	3,148,065
21	2,936,142	-	-	-	(77,558)	2,858,584
22	2,632,202	-	-	-	(69,530)	2,562,673
23	2,309,383	-	-	-	(61,002)	2,248,381
24	1,986,563	-	-	-	(52,475)	1,934,088
25	1,659,625	-	-	-	(43,839)	1,615,786
26	1,332,687	-	-	-	(35,203)	1,297,484
27	1,002,989	-	-	-	(26,494)	976,495
28	673,292	-	-	-	(17,785)	655,507
29	336,646	-	-	-	(8,892)	327,753
PTD	-	-	-	766,716	-	766,716
	$ 64,669,539	$ 51,865,635	$ (40,230,457)	$ 1,170,764	$ (1,580,744)	$ 75,894,737

(1) Appendix D - Service Area B, Page 2

(2) Appendix D - Service Area B, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Appendix D - Service Area B, Page 7

City of Denton - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area B

Year	Impact Fee	Vehicle Miles	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ 2,004,188
1	$ 3,742	1,637	$ 6,126,809	$ (2,529,515)	$ 8,656,323	$ 126,647	10,787,158
2	3,742	1,637	6,126,809	(890,244)	7,017,053	285,914	18,090,125
3	3,742	1,637	6,126,809	769,223	5,357,585	415,378	23,863,089
4	3,742	1,637	6,126,809	2,426,964	3,699,844	514,260	28,077,193
5	3,742	1,637	6,126,809	2,746,591	3,380,217	595,346	32,052,757
6	3,742	1,637	6,126,809	3,063,929	3,062,879	671,684	35,787,320
7	3,742	1,637	6,126,809	3,382,816	2,743,992	743,186	39,274,498
8	3,742	1,637	6,126,809	3,699,416	2,427,393	809,764	42,511,655
9	3,742	1,637	6,126,809	4,021,615	2,105,194	871,285	45,488,134
10	3,742	1,637	6,126,809	4,342,044	1,784,764	927,610	48,200,509
11	-	-	-	7,201,203	(7,201,203)	891,998	41,891,304
12	-	-	-	5,860,864	(5,860,864)	779,217	36,809,657
13	-	-	-	4,519,910	(4,519,910)	690,994	32,980,741
14	-	-	-	3,148,065	(3,148,065)	628,134	30,460,811
15	-	-	-	3,148,065	(3,148,065)	577,736	27,890,482
16	-	-	-	3,148,065	(3,148,065)	526,329	25,268,746
17	-	-	-	3,148,065	(3,148,065)	473,894	22,594,575
18	-	-	-	3,148,065	(3,148,065)	420,411	19,866,922
19	-	-	-	3,148,065	(3,148,065)	365,858	17,084,715
20	-	-	-	3,148,065	(3,148,065)	310,214	14,246,864
21	-	-	-	2,858,584	(2,858,584)	256,351	11,644,631
22	-	-	-	2,562,673	(2,562,673)	207,266	9,289,224
23	-	-	-	2,248,381	(2,248,381)	163,301	7,204,144
24	-	-	-	1,934,088	(1,934,088)	124,742	5,394,798
25	-	-	-	1,615,786	(1,615,786)	91,738	3,870,750
26	-	-	-	1,297,484	(1,297,484)	64,440	2,637,706
27	-	-	-	976,495	(976,495)	42,989	1,704,200
28	-	-	-	655,507	(655,507)	27,529	1,076,222
29	-	-	-	327,753	(327,753)	18,247	766,716
PTD	-	-	-	766,716	(766,716)	-	-
			$ 61,268,086	$ 75,894,737		$ 12,622,463	

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area B

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Vehicle Miles: Actual	Annual Vehicle Miles: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	29	1.7584	1.0000	1,637	2,879	$ (2,529,515)	$ (4,447,986)
2	28	1.7240	1.0000	1,637	2,823	(890,244)	(1,534,742)
3	27	1.6902	1.0000	1,637	2,767	769,223	1,300,104
4	26	1.6570	1.0000	1,637	2,713	2,426,964	4,021,509
5	25	1.6245	1.0000	1,637	2,660	2,746,591	4,461,897
6	24	1.5927	1.0000	1,637	2,608	3,063,929	4,879,823
7	23	1.5614	1.0000	1,637	2,557	3,382,816	5,282,063
8	22	1.5308	1.0000	1,637	2,507	3,699,416	5,663,150
9	21	1.5008	1.0000	1,637	2,457	4,021,615	6,035,668
10	20	1.4714	1.0000	1,637	2,409	4,342,044	6,388,794
11	19	1.4425	1.0000	-	-	7,201,203	10,387,942
12	18	1.4142	1.0000	-	-	5,860,864	8,288,691
13	17	1.3865	1.0000	-	-	4,519,910	6,266,916
14	16	1.3593	1.0000	-	-	3,148,065	4,279,249
15	15	1.3327	1.0000	-	-	3,148,065	4,195,343
16	14	1.3065	1.0000	-	-	3,148,065	4,113,081
17	13	1.2809	1.0000	-	-	3,148,065	4,032,432
18	12	1.2558	1.0000	-	-	3,148,065	3,953,365
19	11	1.2312	1.0000	-	-	3,148,065	3,875,848
20	10	1.2070	1.0000	-	-	3,148,065	3,799,851
21	9	1.1834	1.0000	-	-	2,858,584	3,382,780
22	8	1.1602	1.0000	-	-	2,562,673	2,973,143
23	7	1.1374	1.0000	-	-	2,248,381	2,557,362
24	6	1.1151	1.0000	-	-	1,934,088	2,156,744
25	5	1.0933	1.0000	-	-	1,615,786	1,766,469
26	4	1.0718	1.0000	-	-	1,297,484	1,390,670
27	3	1.0508	1.0000	-	-	976,495	1,026,105
28	2	1.0302	1.0000	-	-	655,507	675,303
29	1	1.0100	1.0000	-	-	327,753	331,031
PTD		1.0000	1.0000	-	-	766,716	766,716
					26,380		$ 102,269,320

Annual Interest Rate:	2.00%
Total Escalated Expense for Entire Period	$ 102,269,320
Less Future Value of Initial Impact Fee Fund Balance	3,559,127
Sub-Total	$ 98,710,193
Total Escalated Vehicle Miles	26,380
Maximum Assessable Impact Fee for Roadway Service Area B	**$ 3,742**

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area B

Street Name	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]	Impact Fee Recoverable Cost
ALLRED	$ 3,048,500	$ 554,141	$ -	$ 443,313	$ 110,828	$ 554,141
ALLRED	2,712,000	492,974	-	394,379	98,595	492,974
BRUSH CREEK	2,747,000	499,336	-	399,469	99,867	499,336
BRUSH CREEK	6,769,000	1,230,435	-	984,348	246,087	1,230,435
BRUSH CREEK	7,344,000	1,334,956	-	1,067,965	266,991	1,334,956
BRUSH CREEK	10,698,000	1,944,629	-	1,555,704	388,926	1,944,629
CORBIN	10,760,000	1,955,900	-	1,564,720	391,180	1,955,900
CREEKDALE	5,346,000	971,769	-	777,416	194,354	971,769
CREEKDALE	3,461,000	629,123	-	503,299	125,825	629,123
EL PASEO	3,369,000	612,400	-	489,920	122,480	612,400
FM 1515	2,595,000	471,706	-	377,365	94,341	471,706
HICKORY CREEK	1,605,000	291,749	88,729	168,830	34,190	291,749
HICKORY CREEK	1,789,000	325,196	98,957	188,120	38,119	325,196
HICKORY CREEK	8,638,000	1,570,173	591,089	751,270	227,814	1,570,173
HICKORY CREEK	2,003,000	364,095	147,277	160,056	56,763	364,095
HICKORY CREEK	7,612,000	1,383,672	-	1,349,481	34,190	1,383,672
HOBSON LANE	1,914,000	347,917	-	278,334	69,583	347,917
HOBSON LANE	5,710,000	1,037,936	-	830,348	207,587	1,037,936
HOBSON LANE	11,559,000	2,101,138	-	1,680,910	420,228	2,101,138
PARVIN	2,150,000	390,816	-	312,653	78,163	390,816
ROBINSON	8,061,000	1,465,289	-	1,172,231	293,058	1,465,289
RYAN	11,980,000	2,177,665	-	1,742,132	435,533	2,177,665
RYAN	10,878,000	1,977,349	-	1,581,879	395,470	1,977,349
RYAN	10,824,000	1,967,533	-	1,574,026	393,507	1,967,533
VINTAGE	11,721,000	2,130,585	-	969,951	1,160,634	2,130,585
VINTAGE	1,665,000	302,655	-	109,847	192,809	302,655
VINTAGE	7,975,000	1,449,656	-	583,906	865,750	1,449,656
WILLOWWOOD	2,079,000	377,910	-	302,328	75,582	377,910
BONNIE BRAE	1,285,000	233,581	-	186,865	46,716	233,581
BONNIE BRAE	11,351,000	2,063,329	-	1,650,663	412,666	2,063,329
BONNIE BRAE	2,260,500	410,902	-	328,722	82,180	410,902
COUNTRY CLUB	1,229,000	223,402	-	178,721	44,680	223,402
COUNTRY CLUB	15,093,000	2,743,531	-	2,194,825	548,706	2,743,531
COUNTRY CLUB	5,951,000	1,081,743	-	865,395	216,349	1,081,743
FORT WORTH	26,417,000	4,801,951	-	3,841,561	960,390	4,801,951
FORT WORTH	19,299,000	3,508,077	-	2,806,461	701,615	3,508,077
FORT WORTH	4,811,000	874,520	-	699,616	174,904	874,520
FORT WORTH	20,190,000	3,670,038	-	2,936,031	734,008	3,670,038
JOHN PAINE	238,000	43,262	-	34,610	8,652	43,262
JOHN PAINE	3,254,000	591,496	-	473,197	118,299	591,496
PARVIN-ROSELAWN	3,878,000	704,924	-	563,939	140,985	704,924
TEASLEY	1,039,000	188,864	-	151,091	37,773	188,864
TEASLEY	4,558,000	828,531	-	662,825	165,706	828,531
TEASLEY	1,493,000	271,390	-	217,112	54,278	271,390
TEASLEY	857,000	155,781	-	124,625	31,156	155,781
	37,660	37,660	-	-	37,660	37,660
	$ 290,253,660	$ 52,791,687	$ 926,052	$ 40,230,457	$ 11,635,178	$ 52,791,687

(1) Per Kimley-Horn Impact Fee Study

(2) Per discussions with City staff and City files

City of Denton - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area B

Year	Eligible Debt Service[1]	Annual Vehicle Miles	Eligible Debt Service per Vehicle Mile	Annual Growth in Vehicle Miles (Cumulative)	Credit for Annual Ad Valorem Rate Revenues
1	$ 330,909	605,138	$ 0.55	1,637	$ 895
2	631,678	606,776	1.04	3,275	3,409
3	954,426	608,413	1.57	4,912	7,706
4	1,277,158	610,051	2.09	6,550	13,712
5	1,604,549	611,688	2.62	8,187	21,476
6	1,931,348	613,325	3.15	9,824	30,937
7	2,261,448	614,963	3.68	11,462	42,149
8	2,590,940	616,600	4.20	13,099	55,043
9	2,927,888	618,238	4.74	14,737	69,790
10	3,264,765	619,875	5.27	16,374	86,239
11	3,264,386	619,875	5.27	16,374	86,229
12	3,265,081	619,875	5.27	16,374	86,247
13	3,265,143	619,875	5.27	16,374	86,249
14	3,233,477	619,875	5.22	16,374	85,412
15	3,233,477	619,875	5.22	16,374	85,412
16	3,233,477	619,875	5.22	16,374	85,412
17	3,233,477	619,875	5.22	16,374	85,412
18	3,233,477	619,875	5.22	16,374	85,412
19	3,233,477	619,875	5.22	16,374	85,412
20	3,233,477	619,875	5.22	16,374	85,412
21	2,936,142	619,875	4.74	16,374	77,558
22	2,632,202	619,875	4.25	16,374	69,530
23	2,309,383	619,875	3.73	16,374	61,002
24	1,986,563	619,875	3.20	16,374	52,475
25	1,659,625	619,875	2.68	16,374	43,839
26	1,332,687	619,875	2.15	16,374	35,203
27	1,002,989	619,875	1.62	16,374	26,494
28	673,292	619,875	1.09	16,374	17,785
29	336,646	619,875	0.54	16,374	8,892
Total	$ 65,073,588				$ 1,580,744

2022 Vehicle Miles (All Service Areas) [2]	603,501	
Ten Year Growth in Vehicle Miles (Service Area B) [2]	16,374	
	10	years
Annual Growth in Vehicle Miles	1,637	
Credit Amount	**$ 1,580,744**	

(1) Appendix D - Service Area B, Page 3

(2) Per Kimley-Horn Impact Fee Study

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area C

I. General Assumptions

Annual Interest Rate on Deposits [1]	2.00%
Annual Vehicle Mile Growth [2]	3,133
Existing Fund Balance [3]	3,170,473

Portion of Projects Funded by Existing Debt [3]	$ -
Non-debt Funded Project Cost [4]	25,312,100
New Project Cost Funded Through New Debt [5]	101,097,761
Total Recoverable Project Cost [6]	$ 126,409,861

II. New Debt Issues Assumptions

Year	Principal [7]	Interest [8]	Term
1	$ 10,109,776	4.05%	20
2	10,109,776	4.30%	20
3	10,109,776	5.00%	20
4	10,109,776	5.00%	20
5	10,109,776	5.15%	20
6	10,109,776	5.15%	20
7	10,109,776	5.25%	20
8	10,109,776	5.25%	20
9	10,109,776	5.50%	20
10	10,109,776	5.50%	20
Total	$ 101,097,761		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [9]
1	$ 2,531,210
2	5,901,135
3	9,271,061
4	12,640,986
5	12,640,986
6	12,640,986
7	12,640,986
8	12,640,986
9	12,640,986
10	12,640,986
11	10,109,776
12	6,739,851
13	3,369,925
Total	126,409,861

(1) Per discussions with City Staff and City files
(2) Per Kimley-Horn Impact Fee Study
(3) Per discussions with City Staff and City files
(4) Per discussions with City Staff and City files
(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley-Horn Impact Fee Study
(8) Assumes new debt issued in equal amounts every year
(9) Estimated interest on future debt from City's Financial Advisor October 2022
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area C

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 747,192	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 747,192
2	747,192	763,790	-	-	-	-	-	-	-	-	1,510,982
3	747,192	763,790	811,235	-	-	-	-	-	-	-	2,322,217
4	747,192	763,790	811,235	811,235	-	-	-	-	-	-	3,133,451
5	747,192	763,790	811,235	811,235	821,584	-	-	-	-	-	3,955,036
6	747,192	763,790	811,235	811,235	821,584	821,584	-	-	-	-	4,776,620
7	747,192	763,790	811,235	811,235	821,584	821,584	828,519	-	-	-	5,605,139
8	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	-	-	6,433,658
9	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	-	7,279,638
10	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
11	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
12	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
13	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
14	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
15	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
16	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
17	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
18	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
19	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
20	747,192	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	8,125,617
21	-	763,790	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	7,378,425
22	-	-	811,235	811,235	821,584	821,584	828,519	828,519	845,979	845,979	6,614,635
23	-	-	-	811,235	821,584	821,584	828,519	828,519	845,979	845,979	5,803,400
24	-	-	-	-	821,584	821,584	828,519	828,519	845,979	845,979	4,992,165
25	-	-	-	-	-	821,584	828,519	828,519	845,979	845,979	4,170,581
26	-	-	-	-	-	-	828,519	828,519	845,979	845,979	3,348,997
27	-	-	-	-	-	-	-	828,519	845,979	845,979	2,520,478
28	-	-	-	-	-	-	-	-	845,979	845,979	1,691,959
29	-	-	-	-	-	-	-	-	-	845,979	845,979
	$ 14,943,846	$ 15,275,800	$ 16,224,692	$ 16,224,692	$ 16,431,684	$ 16,431,684	$ 16,570,385	$ 16,570,385	$ 16,919,586	$ 16,919,586	$ 162,512,338

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area C

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 747,192	$ 2,531,210	$ (10,109,776)	$ -	$ (3,859)	$ (6,835,233)
2	1,510,982	5,901,135	(10,109,776)	-	(15,528)	(2,713,186)
3	2,322,217	9,271,061	(10,109,776)	-	(35,614)	1,447,888
4	3,133,451	12,640,986	(10,109,776)	-	(63,747)	5,600,914
5	3,955,036	12,640,986	(10,109,776)	-	(100,068)	6,386,177
6	4,776,620	12,640,986	(10,109,776)	-	(144,297)	7,163,533
7	5,605,139	12,640,986	(10,109,776)	-	(196,556)	7,939,793
8	6,433,658	12,640,986	(10,109,776)	-	(256,555)	8,708,313
9	7,279,638	12,640,986	(10,109,776)	-	(324,957)	9,485,891
10	8,125,617	12,640,986	(10,109,776)	-	(401,034)	10,255,793
11	8,125,617	10,109,776	-	-	(401,034)	17,834,359
12	8,125,617	6,739,851	-	-	(401,034)	14,464,434
13	8,125,617	3,369,925	-	-	(401,034)	11,094,509
14	8,125,617	-	-	-	(401,034)	7,724,583
15	8,125,617	-	-	-	(401,034)	7,724,583
16	8,125,617	-	-	-	(401,034)	7,724,583
17	8,125,617	-	-	-	(401,034)	7,724,583
18	8,125,617	-	-	-	(401,034)	7,724,583
19	8,125,617	-	-	-	(401,034)	7,724,583
20	8,125,617	-	-	-	(401,034)	7,724,583
21	7,378,425	-	-	-	(364,156)	7,014,268
22	6,614,635	-	-	-	(326,460)	6,288,174
23	5,803,400	-	-	-	(286,422)	5,516,978
24	4,992,165	-	-	-	(246,384)	4,745,781
25	4,170,581	-	-	-	(205,836)	3,964,745
26	3,348,997	-	-	-	(165,287)	3,183,710
27	2,520,478	-	-	-	(124,396)	2,396,082
28	1,691,959	-	-	-	(83,505)	1,608,453
29	845,979	-	-	-	(41,753)	804,227
PTD	-	-	-	-	-	-
	$ 162,512,338	$ 126,409,861	###########	$ -	$ (7,396,751)	$ 180,427,687

(1) Appendix D - Service Area C, Page 2

(2) Appendix D - Service Area C, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Appendix D - Service Area C, Page 7

City of Denton - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Year	Impact Fee	Vehicle Miles	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ 3,170,473
1	$ 4,695	3,133	$ 14,711,436	$ (6,835,233)	$ 21,546,669	$ 278,876	24,996,019
2	4,695	3,133	14,711,436	(2,713,186)	17,424,622	674,167	43,094,808
3	4,695	3,133	14,711,436	1,447,888	13,263,548	994,532	57,352,888
4	4,695	3,133	14,711,436	5,600,914	9,110,522	1,238,163	67,701,573
5	4,695	3,133	14,711,436	6,386,177	8,325,259	1,437,284	77,464,116
6	4,695	3,133	14,711,436	7,163,533	7,547,903	1,624,761	86,636,780
7	4,695	3,133	14,711,436	7,939,793	6,771,644	1,800,452	95,208,876
8	4,695	3,133	14,711,436	8,708,313	6,003,123	1,964,209	103,176,208
9	4,695	3,133	14,711,436	9,485,891	5,225,545	2,115,780	110,517,533
10	4,695	3,133	14,711,436	10,255,793	4,455,643	2,254,907	117,228,083
11	-	-	-	17,834,359	(17,834,359)	2,166,218	101,559,941
12	-	-	-	14,464,434	(14,464,434)	1,886,554	88,982,062
13	-	-	-	11,094,509	(11,094,509)	1,668,696	79,556,249
14	-	-	-	7,724,583	(7,724,583)	1,513,879	73,345,545
15	-	-	-	7,724,583	(7,724,583)	1,389,665	67,010,627
16	-	-	-	7,724,583	(7,724,583)	1,262,967	60,549,010
17	-	-	-	7,724,583	(7,724,583)	1,133,734	53,958,161
18	-	-	-	7,724,583	(7,724,583)	1,001,917	47,235,495
19	-	-	-	7,724,583	(7,724,583)	867,464	40,378,376
20	-	-	-	7,724,583	(7,724,583)	730,322	33,384,114
21	-	-	-	7,014,268	(7,014,268)	597,540	26,967,386
22	-	-	-	6,288,174	(6,288,174)	476,466	21,155,677
23	-	-	-	5,516,978	(5,516,978)	367,944	16,006,643
24	-	-	-	4,745,781	(4,745,781)	272,675	11,533,537
25	-	-	-	3,964,745	(3,964,745)	191,023	7,759,815
26	-	-	-	3,183,710	(3,183,710)	123,359	4,699,465
27	-	-	-	2,396,082	(2,396,082)	70,028	2,373,412
28	-	-	-	1,608,453	(1,608,453)	31,384	796,342
29	-	-	-	804,227	(804,227)	7,885	-
PTD	-	-	-	-	-	-	-
			$ 147,114,363	$ 180,427,687		$ 30,142,851	

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Vehicle Miles: Actual	Annual Vehicle Miles: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	29	1.7584	1.0000	3,133	5,509	$ (6,835,233)	$ (12,019,309)
2	28	1.7240	1.0000	3,133	5,401	(2,713,186)	(4,677,412)
3	27	1.6902	1.0000	3,133	5,296	1,447,888	2,447,151
4	26	1.6570	1.0000	3,133	5,192	5,600,914	9,280,782
5	25	1.6245	1.0000	3,133	5,090	6,386,177	10,374,483
6	24	1.5927	1.0000	3,133	4,990	7,163,533	11,409,132
7	23	1.5614	1.0000	3,133	4,892	7,939,793	12,397,506
8	22	1.5308	1.0000	3,133	4,796	8,708,313	13,330,886
9	21	1.5008	1.0000	3,133	4,702	9,485,891	14,236,490
10	20	1.4714	1.0000	3,133	4,610	10,255,793	15,090,162
11	19	1.4425	1.0000	-	-	17,834,359	25,726,575
12	18	1.4142	1.0000	-	-	14,464,434	20,456,237
13	17	1.3865	1.0000	-	-	11,094,509	15,382,687
14	16	1.3593	1.0000	-	-	7,724,583	10,500,235
15	15	1.3327	1.0000	-	-	7,724,583	10,294,348
16	14	1.3065	1.0000	-	-	7,724,583	10,092,498
17	13	1.2809	1.0000	-	-	7,724,583	9,894,606
18	12	1.2558	1.0000	-	-	7,724,583	9,700,594
19	11	1.2312	1.0000	-	-	7,724,583	9,510,386
20	10	1.2070	1.0000	-	-	7,724,583	9,323,908
21	9	1.1834	1.0000	-	-	7,014,268	8,300,516
22	8	1.1602	1.0000	-	-	6,288,174	7,295,367
23	7	1.1374	1.0000	-	-	5,516,978	6,275,143
24	6	1.1151	1.0000	-	-	4,745,781	5,292,123
25	5	1.0933	1.0000	-	-	3,964,745	4,334,484
26	4	1.0718	1.0000	-	-	3,183,710	3,412,364
27	3	1.0508	1.0000	-	-	2,396,082	2,517,812
28	2	1.0302	1.0000	-	-	1,608,453	1,657,029
29	1	1.0100	1.0000	-	-	804,227	812,269
PTD		1.0000	1.0000	-	-	-	-
					50,479		$ 242,649,053

Annual Interest Rate:	2.00%
Total Escalated Expense for Entire Period	$ 242,649,053
Less Future Value of Initial Impact Fee Fund Balance	5,630,268
Sub-Total	$ 237,018,784
Total Escalated Vehicle Miles	50,479
Maximum Assessable Impact Fee for Roadway Service Area C	**$ 4,695**

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Street Name	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]	Impact Fee Recoverable Cost
BARTHOLD	$ 8,875,000	$ 1,908,981	$ -	$ 1,527,185	$ 381,796	$ 1,908,981
BOBCAT	37,762,000	8,122,474	-	6,497,979	1,624,495	8,122,474
FM 1173	13,401,000	2,882,508	-	2,306,006	576,502	2,882,508
FM 1173	3,852,000	828,552	-	662,841	165,710	828,552
FM 2164-IH 35	37,057,000	7,970,831	-	6,376,665	1,594,166	7,970,831
GANZER	39,748,000	8,549,655	-	6,839,724	1,709,931	8,549,655
GANZER	11,525,000	2,478,987	-	1,983,190	495,797	2,478,987
GANZER	2,854,000	613,885	-	491,108	122,777	613,885
GANZER	4,604,000	990,304	-	792,243	198,061	990,304
JIM CHRISTAL	4,873,000	1,048,165	-	838,532	209,633	1,048,165
JIM CHRISTAL	5,982,000	1,286,707	-	1,029,366	257,341	1,286,707
JIM CHRISTAL	9,251,000	1,989,858	-	1,591,886	397,972	1,989,858
JIM CHRISTAL	6,353,500	1,366,616	-	1,093,292	273,323	1,366,616
JIM CHRISTAL	4,773,500	1,026,763	-	821,410	205,353	1,026,763
JIM CHRISTAL	2,920,500	628,189	-	502,551	125,638	628,189
MARSHALL	5,249,000	1,129,041	-	903,233	225,808	1,129,041
MARSHALL	4,397,000	945,779	-	756,623	189,156	945,779
MASCH BRANCH	10,602,000	2,280,453	-	1,824,362	456,091	2,280,453
WESTWARD	1,672,000	359,641	-	287,713	71,928	359,641
RINEY	3,156,000	678,845	-	543,076	135,769	678,845
RINEY	1,258,000	270,591	-	216,473	54,118	270,591
US 77	1,432,000	308,018	-	246,415	61,604	308,018
US 77	2,819,000	606,357	-	485,086	121,271	606,357
US 77	2,075,000	446,325	-	357,060	89,265	446,325
US 77	3,126,000	672,392	-	537,913	134,478	672,392
US 77	1,859,000	399,864	-	319,892	79,973	399,864
US 77	4,739,000	1,019,342	-	815,474	203,868	1,019,342
MASCH BRANCH-NAIL	2,094,000	450,412	-	360,330	90,082	450,412
MASCH BRANCH-NAIL	4,450,000	957,179	-	765,744	191,436	957,179
MASCH BRANCH-NAIL	4,379,000	941,908	-	753,526	188,382	941,908
MASCH BRANCH-NAIL	1,046,000	224,991	-	179,993	44,998	224,991
MASCH BRANCH-NAIL	4,376,000	941,262	-	753,010	188,252	941,262
WESTGATE	2,336,000	502,465	-	401,972	100,493	502,465
WINDSOR	6,912,000	1,486,747	-	1,189,398	297,349	1,486,747
WINDSOR	6,972,000	1,499,653	-	1,199,722	299,931	1,499,653
WINDSOR	649,000	139,598	-	111,678	27,920	139,598
WINDSOR	1,162,000	249,942	-	199,954	49,988	249,942
WINDSOR	17,606,000	3,786,989	-	3,029,591	757,398	3,786,989
BARTHOLD	7,425,000	1,597,091	-	1,277,673	319,418	1,597,091
BONNIE BRAE	52,065,000	11,198,999	-	8,959,199	2,239,800	11,198,999
BONNIE BRAE	3,008,000	647,010	-	517,608	129,402	647,010
BONNIE BRAE	6,587,000	1,416,841	-	1,133,472	283,368	1,416,841
BONNIE BRAE	10,320,000	2,219,796	-	1,775,837	443,959	2,219,796
BONNIE BRAE	11,981,000	2,577,071	-	2,061,657	515,414	2,577,071
BONNIE BRAE	4,155,000	893,726	-	714,981	178,745	893,726
BONNIE BRAE	1,528,000	328,667	-	262,934	65,733	328,667
BONNIE BRAE	1,685,000	362,438	-	289,950	72,488	362,438
BONNIE BRAE	543,500	116,905	-	93,524	23,381	116,905
BONNIE BRAE	2,035,000	437,721	-	350,177	87,544	437,721
BONNIE BRAE	1,228,500	264,246	-	211,397	52,849	264,246
C WOLFE	8,901,000	1,914,574	-	1,531,659	382,915	1,914,574
FALLMEADOW	1,303,000	280,271	-	224,217	56,054	280,271
FM 2164	24,962,500	5,369,346	-	4,295,477	1,073,869	5,369,346
LOCUST	3,477,000	747,891	-	598,312	149,578	747,891
LOCUST	3,716,500	799,406	-	639,525	159,881	799,406
LOCUST	1,814,000	390,185	-	312,148	78,037	390,185
LOCUST	1,920,500	413,093	-	330,474	82,619	413,093
LOVERS	12,266,000	2,638,374	-	2,110,699	527,675	2,638,374
LOVERS	3,349,000	720,358	-	576,287	144,072	720,358
LOVERS LN CONNECTOR	756,000	162,613	-	130,090	32,523	162,613
LOVERS LN CONNECTOR	972,000	209,074	-	167,259	41,815	209,074
MASCH BRANCH	5,954,000	1,280,685	-	1,024,548	256,137	1,280,685
MASCH BRANCH	11,352,000	2,441,775	-	1,953,420	488,355	2,441,775
MASCH BRANCH	12,137,000	2,610,626	-	2,088,501	522,125	2,610,626
MILAM-LOOP 288	36,182,000	7,782,621	-	6,226,097	1,556,524	7,782,621
MILAM-US 77	20,546,000	4,419,373	-	3,535,498	883,875	4,419,373
MILAM-US 77	11,567,000	2,488,021	-	1,990,417	497,604	2,488,021
MILAM-US 77	7,359,000	1,582,895	-	1,266,316	316,579	1,582,895
NICOSIA	1,169,000	251,448	-	201,158	50,290	251,448
THOMAS J EGAN	12,353,000	2,657,087	-	2,125,670	531,417	2,657,087
WESTERN	14,699,000	3,161,703	-	2,529,363	632,341	3,161,703
	37,660	37,660	-	-	37,660	37,660
	$ 587,551,660	$ 126,409,861	$ -	$ 101,097,761	$ 25,312,100	$ 126,409,861

(1) Per Kimley-Horn Impact Fee Study

(2) Per discussions with City staff and City files

City of Denton - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Year	Eligible Debt Service[1]	Annual Vehicle Miles	Eligible Debt Service per Vehicle Mile	Annual Growth in Vehicle Miles (Cumulative)	Credit for Annual Ad Valorem Rate Revenues
1	$ 747,192	606,634	$ 1.23	3,133	$ 3,859
2	1,510,982	609,767	2.48	6,266	15,528
3	2,322,217	612,901	3.79	9,400	35,614
4	3,133,451	616,034	5.09	12,533	63,747
5	3,955,036	619,167	6.39	15,666	100,068
6	4,776,620	622,300	7.68	18,799	144,297
7	5,605,139	625,433	8.96	21,932	196,556
8	6,433,658	628,566	10.24	25,065	256,555
9	7,279,638	631,700	11.52	28,199	324,957
10	8,125,617	634,833	12.80	31,332	401,034
11	8,125,617	634,833	12.80	31,332	401,034
12	8,125,617	634,833	12.80	31,332	401,034
13	8,125,617	634,833	12.80	31,332	401,034
14	8,125,617	634,833	12.80	31,332	401,034
15	8,125,617	634,833	12.80	31,332	401,034
16	8,125,617	634,833	12.80	31,332	401,034
17	8,125,617	634,833	12.80	31,332	401,034
18	8,125,617	634,833	12.80	31,332	401,034
19	8,125,617	634,833	12.80	31,332	401,034
20	8,125,617	634,833	12.80	31,332	401,034
21	7,378,425	634,833	11.62	31,332	364,156
22	6,614,635	634,833	10.42	31,332	326,460
23	5,803,400	634,833	9.14	31,332	286,422
24	4,992,165	634,833	7.86	31,332	246,384
25	4,170,581	634,833	6.57	31,332	205,836
26	3,348,997	634,833	5.28	31,332	165,287
27	2,520,478	634,833	3.97	31,332	124,396
28	1,691,959	634,833	2.67	31,332	83,505
29	845,979	634,833	1.33	31,332	41,753
Total	$ 162,512,338				$ 7,396,751

2022 Vehicle Miles (All Service Areas) [2]	603,501	
Ten Year Growth in Vehicle Miles (Service Area C) [2]	31,332	
	10	years
Annual Growth in Vehicle Miles	3,133	
Credit Amount	**$ 7,396,751**	

(1) Appendix D - Service Area C, Page 3

(2) Per Kimley-Horn Impact Fee Study

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area D

I. General Assumptions

Annual Interest Rate on Deposits [1]	2.00%
Annual Vehicle Mile Growth [2]	1,163
Existing Fund Balance [3]	1,685,562

Portion of Projects Funded by Existing Debt [3]	$ -
Non-debt Funded Project Cost [4]	10,369,489
New Project Cost Funded Through New Debt [5]	41,327,316
Total Recoverable Project Cost [6]	$ 51,696,805

II. New Debt Issues Assumptions

Year	Principal [7]	Interest [8]	Term
1	$ 4,132,732	4.05%	20
2	4,132,732	4.30%	20
3	4,132,732	5.00%	20
4	4,132,732	5.00%	20
5	4,132,732	5.15%	20
6	4,132,732	5.15%	20
7	4,132,732	5.25%	20
8	4,132,732	5.25%	20
9	4,132,732	5.50%	20
10	4,132,732	5.50%	20
Total	$ 41,327,316		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [9]
1	$ 1,036,949
2	2,414,526
3	3,792,103
4	5,169,681
5	5,169,681
6	5,169,681
7	5,169,681
8	5,169,681
9	5,169,681
10	5,169,681
11	4,132,732
12	2,755,154
13	1,377,577
Total	51,696,805

(1) Per discussions with City Staff and City files
(2) Per Kimley-Horn Impact Fee Study
(3) Per discussions with City Staff and City files
(4) Per discussions with City Staff and City files
(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley-Horn Impact Fee Study
(8) Assumes new debt issued in equal amounts every year
(9) Estimated interest on future debt from City's Financial Advisor October 2022
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area D

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 305,442	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 305,442
2	305,442	312,226	-	-	-	-	-	-	-	-	617,668
3	305,442	312,226	331,621	-	-	-	-	-	-	-	949,289
4	305,442	312,226	331,621	331,621	-	-	-	-	-	-	1,280,910
5	305,442	312,226	331,621	331,621	335,852	-	-	-	-	-	1,616,762
6	305,442	312,226	331,621	331,621	335,852	335,852	-	-	-	-	1,952,614
7	305,442	312,226	331,621	331,621	335,852	335,852	338,687	-	-	-	2,291,301
8	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	-	-	2,629,987
9	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	-	2,975,812
10	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
11	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
12	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
13	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
14	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
15	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
16	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
17	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
18	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
19	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
20	305,442	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,321,636
21	-	312,226	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	3,016,194
22	-	-	331,621	331,621	335,852	335,852	338,687	338,687	345,824	345,824	2,703,968
23	-	-	-	331,621	335,852	335,852	338,687	338,687	345,824	345,824	2,372,347
24	-	-	-	-	335,852	335,852	338,687	338,687	345,824	345,824	2,040,726
25	-	-	-	-	-	335,852	338,687	338,687	345,824	345,824	1,704,874
26	-	-	-	-	-	-	338,687	338,687	345,824	345,824	1,369,022
27	-	-	-	-	-	-	-	338,687	345,824	345,824	1,030,335
28	-	-	-	-	-	-	-	-	345,824	345,824	691,648
29	-	-	-	-	-	-	-	-	-	345,824	345,824
	$ 6,108,830	$ 6,244,528	$ 6,632,422	$ 6,632,422	$ 6,717,037	$ 6,717,037	$ 6,773,736	$ 6,773,736	$ 6,916,484	$ 6,916,484	$ 66,432,715

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area D

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 305,442	$ 1,036,949	$ (4,132,732)	$ -	$ (588)	$ (2,790,929)
2	617,668	2,414,526	(4,132,732)	-	(2,372)	(1,102,910)
3	949,289	3,792,103	(4,132,732)	-	(5,458)	603,202
4	1,280,910	5,169,681	(4,132,732)	-	(9,802)	2,308,057
5	1,616,762	5,169,681	(4,132,732)	-	(15,435)	2,638,276
6	1,952,614	5,169,681	(4,132,732)	-	(22,327)	2,967,236
7	2,291,301	5,169,681	(4,132,732)	-	(30,508)	3,297,741
8	2,629,987	5,169,681	(4,132,732)	-	(39,944)	3,626,992
9	2,975,812	5,169,681	(4,132,732)	-	(50,750)	3,962,011
10	3,321,636	5,169,681	(4,132,732)	-	(62,823)	4,295,762
11	3,321,636	4,132,732	-	-	(62,823)	7,391,545
12	3,321,636	2,755,154	-	-	(62,823)	6,013,967
13	3,321,636	1,377,577	-	-	(62,823)	4,636,390
14	3,321,636	-	-	-	(62,823)	3,258,813
15	3,321,636	-	-	-	(62,823)	3,258,813
16	3,321,636	-	-	-	(62,823)	3,258,813
17	3,321,636	-	-	-	(62,823)	3,258,813
18	3,321,636	-	-	-	(62,823)	3,258,813
19	3,321,636	-	-	-	(62,823)	3,258,813
20	3,321,636	-	-	-	(62,823)	3,258,813
21	3,016,194	-	-	-	(57,046)	2,959,148
22	2,703,968	-	-	-	(51,141)	2,652,827
23	2,372,347	-	-	-	(44,869)	2,327,478
24	2,040,726	-	-	-	(38,597)	2,002,129
25	1,704,874	-	-	-	(32,245)	1,672,629
26	1,369,022	-	-	-	(25,893)	1,343,129
27	1,030,335	-	-	-	(19,487)	1,010,848
28	691,648	-	-	-	(13,081)	678,567
29	345,824	-	-	-	(6,541)	339,284
PTD	-	-	-	-	-	-
	$ 66,432,715	$ 51,696,805	$ (41,327,316)	$ -	$ (1,157,132)	$ 75,645,072

(1) Appendix D - Service Area D, Page 2

(2) Appendix D - Service Area D, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Appendix D - Service Area D, Page 7

City of Denton - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area D

Year	Impact Fee	Vehicle Miles	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ 1,685,562
1	$ 5,265	1,163	$ 6,125,714	$ (2,790,929)	$ 8,916,643	$ 122,878	10,725,083
2	5,265	1,163	6,125,714	(1,102,910)	7,228,624	286,788	18,240,495
3	5,265	1,163	6,125,714	603,202	5,522,512	420,035	24,183,041
4	5,265	1,163	6,125,714	2,308,057	3,817,657	521,837	28,522,536
5	5,265	1,163	6,125,714	2,638,276	3,487,438	605,325	32,615,299
6	5,265	1,163	6,125,714	2,967,236	3,158,478	683,891	36,457,668
7	5,265	1,163	6,125,714	3,297,741	2,827,973	757,433	40,043,074
8	5,265	1,163	6,125,714	3,626,992	2,498,722	825,849	43,367,645
9	5,265	1,163	6,125,714	3,962,011	2,163,703	888,990	46,420,338
10	5,265	1,163	6,125,714	4,295,762	1,829,952	946,706	49,196,997
11	-	-	-	7,391,545	(7,391,545)	910,024	42,715,476
12	-	-	-	6,013,967	(6,013,967)	794,170	37,495,679
13	-	-	-	4,636,390	(4,636,390)	703,550	33,562,838
14	-	-	-	3,258,813	(3,258,813)	638,669	30,942,694
15	-	-	-	3,258,813	(3,258,813)	586,266	28,270,147
16	-	-	-	3,258,813	(3,258,813)	532,815	25,544,148
17	-	-	-	3,258,813	(3,258,813)	478,295	22,763,630
18	-	-	-	3,258,813	(3,258,813)	422,684	19,927,502
19	-	-	-	3,258,813	(3,258,813)	365,962	17,034,650
20	-	-	-	3,258,813	(3,258,813)	308,105	14,083,942
21	-	-	-	2,959,148	(2,959,148)	252,087	11,376,881
22	-	-	-	2,652,827	(2,652,827)	201,009	8,925,063
23	-	-	-	2,327,478	(2,327,478)	155,226	6,752,812
24	-	-	-	2,002,129	(2,002,129)	115,035	4,865,718
25	-	-	-	1,672,629	(1,672,629)	80,588	3,273,677
26	-	-	-	1,343,129	(1,343,129)	52,042	1,982,589
27	-	-	-	1,010,848	(1,010,848)	29,543	1,001,284
28	-	-	-	678,567	(678,567)	13,240	335,957
29	-	-	-	339,284	(339,284)	3,326	-
PTD	-	-	-	-	-	-	-
			$ 61,257,141	$ 75,645,072		$ 12,702,369	

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area D

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Vehicle Miles: Actual	Annual Vehicle Miles: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	29	1.7584	1.0000	1,163	2,046	$ (2,790,929)	$ (4,907,665)
2	28	1.7240	1.0000	1,163	2,006	(1,102,910)	(1,901,367)
3	27	1.6902	1.0000	1,163	1,966	603,202	1,019,504
4	26	1.6570	1.0000	1,163	1,928	2,308,057	3,824,479
5	25	1.6245	1.0000	1,163	1,890	2,638,276	4,285,936
6	24	1.5927	1.0000	1,163	1,853	2,967,236	4,725,822
7	23	1.5614	1.0000	1,163	1,817	3,297,741	5,149,223
8	22	1.5308	1.0000	1,163	1,781	3,626,992	5,552,283
9	21	1.5008	1.0000	1,163	1,746	3,962,011	5,946,213
10	20	1.4714	1.0000	1,163	1,712	4,295,762	6,320,695
11	19	1.4425	1.0000	-	-	7,391,545	10,662,515
12	18	1.4142	1.0000	-	-	6,013,967	8,505,216
13	17	1.3865	1.0000	-	-	4,636,390	6,428,418
14	16	1.3593	1.0000	-	-	3,258,813	4,429,793
15	15	1.3327	1.0000	-	-	3,258,813	4,342,934
16	14	1.3065	1.0000	-	-	3,258,813	4,257,778
17	13	1.2809	1.0000	-	-	3,258,813	4,174,293
18	12	1.2558	1.0000	-	-	3,258,813	4,092,444
19	11	1.2312	1.0000	-	-	3,258,813	4,012,200
20	10	1.2070	1.0000	-	-	3,258,813	3,933,529
21	9	1.1834	1.0000	-	-	2,959,148	3,501,785
22	8	1.1602	1.0000	-	-	2,652,827	3,077,737
23	7	1.1374	1.0000	-	-	2,327,478	2,647,330
24	6	1.1151	1.0000	-	-	2,002,129	2,232,617
25	5	1.0933	1.0000	-	-	1,672,629	1,828,613
26	4	1.0718	1.0000	-	-	1,343,129	1,439,593
27	3	1.0508	1.0000	-	-	1,010,848	1,062,203
28	2	1.0302	1.0000	-	-	678,567	699,060
29	1	1.0100	1.0000	-	-	339,284	342,676
PTD		1.0000	1.0000	-	-	-	-
					18,744		$ 101,685,856

Annual Interest Rate:	2.00%
Total Escalated Expense for Entire Period	$ 101,685,856
Less Future Value of Initial Impact Fee Fund Balance	2,993,297
Sub-Total	$ 98,692,559
Total Escalated Vehicle Miles	18,744
Maximum Assessable Impact Fee for Roadway Service Area D	**$ 5,265**

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area D

Street Name	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]	Impact Fee Recoverable Cost
BOBCAT	$ 800,500	$ 150,012	$ -	$ 120,010	$ 30,002	$ 150,012
FISHTRAP	1,469,500	275,381	-	220,305	55,076	275,381
GANZER	53,936,000	10,107,495	-	8,085,996	2,021,499	10,107,495
GRIBBLE SPRINGS	4,430,500	830,267	-	664,213	166,053	830,267
HARTLEE FIELD	6,025,500	1,129,166	-	903,333	225,833	1,129,166
HARTLEE FIELD	7,382,000	1,383,372	-	1,106,697	276,674	1,383,372
HARTLEE FIELD	427,500	80,113	-	64,090	16,023	80,113
HARTLEE FLD-FM 2164	5,392,000	1,010,450	-	808,360	202,090	1,010,450
HARTLEE FLD-FM 2164	8,386,000	1,571,519	-	1,257,215	314,304	1,571,519
HARTLEE FLD-FM 2164	1,904,500	356,899	-	285,519	71,380	356,899
HARTLEE FLD-FM 2164	1,139,000	213,446	-	170,757	42,689	213,446
LONG	726,000	136,051	-	108,841	27,210	136,051
MINGO	1,315,000	246,428	-	197,143	49,286	246,428
MINGO	6,583,000	1,233,641	-	986,912	246,728	1,233,641
MINGO	7,937,000	1,487,377	-	1,189,902	297,475	1,487,377
KINGS ROW	3,779,000	708,177	-	566,541	141,635	708,177
SILVER DOME	1,558,500	292,060	-	233,648	58,412	292,060
COLLINS	3,409,000	638,840	-	511,072	127,768	638,840
COOPER CREEK	25,554,000	4,788,767	-	3,831,013	957,753	4,788,767
COOPER CREEK	6,226,000	1,166,740	-	933,392	233,348	1,166,740
COOPER CREEK	7,361,000	1,379,436	-	1,103,549	275,887	1,379,436
FM 2164	24,962,500	4,677,921	-	3,742,337	935,584	4,677,921
GREEN VALLEY	24,463,000	4,584,316	-	3,667,453	916,863	4,584,316
GREEN VALLEY	6,234,000	1,168,239	-	934,591	233,648	1,168,239
INDIAN WELLS	10,021,000	1,877,915	-	1,502,332	375,583	1,877,915
INDIAN WELLS	2,426,500	454,721	-	363,777	90,944	454,721
INDIAN WELLS	4,148,000	777,327	-	621,861	155,465	777,327
LOCUST	3,477,000	651,583	-	521,266	130,317	651,583
LOCUST	3,716,500	696,464	-	557,172	139,293	696,464
LOCUST	1,814,000	339,940	-	271,952	67,988	339,940
LOCUST	1,920,500	359,898	-	287,918	71,980	359,898
SHERMAN	4,713,000	883,206	-	706,565	176,641	883,206
SHERMAN	5,455,000	1,022,256	-	817,805	204,451	1,022,256
SHERMAN	7,223,000	1,353,575	-	1,082,860	270,715	1,353,575
SHERMAN	2,856,000	535,208	-	428,167	107,042	535,208
SHERMAN	3,328,000	623,660	-	498,928	124,732	623,660
SHERMAN	4,685,000	877,959	-	702,367	175,592	877,959
SHERMAN	2,357,000	441,697	-	353,358	88,339	441,697
SHERMAN	4,899,000	918,062	-	734,450	183,612	918,062
WINDSOR	1,225,000	229,562	-	183,650	45,912	229,562
	37,660	37,660	-	-	37,660	37,660
	$ 275,703,160	$ 51,696,805	$ -	$ 41,327,316	$ 10,369,489	$ 51,696,805

(1) Per Kimley-Horn Impact Fee Study

(2) Per discussions with City staff and City files

City of Denton - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area D

Year	Eligible Debt Service[1]	Annual Vehicle Miles	Eligible Debt Service per Vehicle Mile	Annual Growth in Vehicle Miles (Cumulative)	Credit for Annual Ad Valorem Rate Revenues
1	$ 305,442	604,664	$ 0.51	1,163	$ 588
2	617,668	605,828	1.02	2,327	2,372
3	949,289	606,991	1.56	3,490	5,458
4	1,280,910	608,155	2.11	4,654	9,802
5	1,616,762	609,318	2.65	5,817	15,435
6	1,952,614	610,482	3.20	6,981	22,327
7	2,291,301	611,645	3.75	8,144	30,508
8	2,629,987	612,808	4.29	9,307	39,944
9	2,975,812	613,972	4.85	10,471	50,750
10	3,321,636	615,135	5.40	11,634	62,823
11	3,321,636	615,135	5.40	11,634	62,823
12	3,321,636	615,135	5.40	11,634	62,823
13	3,321,636	615,135	5.40	11,634	62,823
14	3,321,636	615,135	5.40	11,634	62,823
15	3,321,636	615,135	5.40	11,634	62,823
16	3,321,636	615,135	5.40	11,634	62,823
17	3,321,636	615,135	5.40	11,634	62,823
18	3,321,636	615,135	5.40	11,634	62,823
19	3,321,636	615,135	5.40	11,634	62,823
20	3,321,636	615,135	5.40	11,634	62,823
21	3,016,194	615,135	4.90	11,634	57,046
22	2,703,968	615,135	4.40	11,634	51,141
23	2,372,347	615,135	3.86	11,634	44,869
24	2,040,726	615,135	3.32	11,634	38,597
25	1,704,874	615,135	2.77	11,634	32,245
26	1,369,022	615,135	2.23	11,634	25,893
27	1,030,335	615,135	1.67	11,634	19,487
28	691,648	615,135	1.12	11,634	13,081
29	345,824	615,135	0.56	11,634	6,541
Total	$ 66,432,715				$ 1,157,132

2022 Vehicle Miles (All Service Areas) [2]	603,501	
Ten Year Growth in Vehicle Miles (Service Area D) [2]	11,634	
	10	years
Annual Growth in Vehicle Miles	1,163	
Credit Amount	**$ 1,157,132**	

(1) Appendix D - Service Area D, Page 3

(2) Per Kimley-Horn Impact Fee Study

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area E

I. General Assumptions

Annual Interest Rate on Deposits [1]	2.00%
Annual Vehicle Mile Growth [2]	2,415
Existing Fund Balance [3]	4,840,794

Portion of Projects Funded by Existing Debt [3]	$ 299,581
Non-debt Funded Project Cost [4]	15,285,563
New Project Cost Funded Through New Debt [5]	63,584,277
Total Recoverable Project Cost [6]	$ 79,169,421

II. New Debt Issues Assumptions

Year	Principal [7]	Interest [8]	Term
1	$ 6,358,428	4.05%	20
2	6,358,428	4.30%	20
3	6,358,428	5.00%	20
4	6,358,428	5.00%	20
5	6,358,428	5.15%	20
6	6,358,428	5.15%	20
7	6,358,428	5.25%	20
8	6,358,428	5.25%	20
9	6,358,428	5.50%	20
10	6,358,428	5.50%	20
Total	$ 63,584,277		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [9]
1	$ 1,528,556
2	3,648,032
3	5,767,508
4	7,886,984
5	7,886,984
6	7,886,984
7	7,886,984
8	7,886,984
9	7,886,984
10	7,886,984
11	6,358,428
12	4,238,952
13	2,119,476
Total	78,869,840

(1) Per discussions with City Staff and City files
(2) Per Kimley-Horn Impact Fee Study
(3) Per discussions with City Staff and City files
(4) Per discussions with City Staff and City files
(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley-Horn Impact Fee Study
(8) Assumes new debt issued in equal amounts every year
(9) Estimated interest on future debt from City's Financial Advisor October 2022
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area E

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 469,938	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 469,938
2	469,938	480,377	-	-	-	-	-	-	-	-	950,315
3	469,938	480,377	510,217	-	-	-	-	-	-	-	1,460,532
4	469,938	480,377	510,217	510,217	-	-	-	-	-	-	1,970,748
5	469,938	480,377	510,217	510,217	516,726	-	-	-	-	-	2,487,474
6	469,938	480,377	510,217	510,217	516,726	516,726	-	-	-	-	3,004,200
7	469,938	480,377	510,217	510,217	516,726	516,726	521,088	-	-	-	3,525,288
8	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	-	-	4,046,376
9	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	-	4,578,445
10	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
11	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
12	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
13	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
14	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
15	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
16	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
17	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
18	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
19	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
20	469,938	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	5,110,514
21	-	480,377	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	4,640,576
22	-	-	510,217	510,217	516,726	516,726	521,088	521,088	532,069	532,069	4,160,199
23	-	-	-	510,217	516,726	516,726	521,088	521,088	532,069	532,069	3,649,982
24	-	-	-	-	516,726	516,726	521,088	521,088	532,069	532,069	3,139,765
25	-	-	-	-	-	516,726	521,088	521,088	532,069	532,069	2,623,039
26	-	-	-	-	-	-	521,088	521,088	532,069	532,069	2,106,313
27	-	-	-	-	-	-	-	521,088	532,069	532,069	1,585,226
28	-	-	-	-	-	-	-	-	532,069	532,069	1,064,138
29	-	-	-	-	-	-	-	-	-	532,069	532,069
	$ 9,398,761	$ 9,607,539	$ 10,204,334	$ 10,204,334	$ 10,334,519	$ 10,334,519	$ 10,421,753	$ 10,421,753	$ 10,641,379	$ 10,641,379	$ 102,210,271

City of Denton - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area E

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 469,938	$ 1,528,556	$ (6,358,428)	$ 12,533	$ (1,923)	$ (4,349,323)
2	950,315	3,648,032	(6,358,428)	12,532	(7,644)	(1,755,193)
3	1,460,532	5,767,508	(6,358,428)	12,212	(17,469)	864,355
4	1,970,748	7,886,984	(6,358,428)	12,165	(31,237)	3,480,232
5	2,487,474	7,886,984	(6,358,428)	9,845	(48,983)	3,976,893
6	3,004,200	7,886,984	(6,358,428)	9,792	(70,663)	4,471,885
7	3,525,288	7,886,984	(6,358,428)	9,859	(96,319)	4,967,384
8	4,046,376	7,886,984	(6,358,428)	9,806	(125,814)	5,458,924
9	4,578,445	7,886,984	(6,358,428)	9,896	(159,492)	5,957,406
10	5,110,514	7,886,984	(6,358,428)	9,965	(197,005)	6,452,030
11	5,110,514	6,358,428	-	9,839	(197,000)	11,281,780
12	5,110,514	4,238,952	-	10,053	(197,008)	9,162,510
13	5,110,514	2,119,476	-	9,093	(196,971)	7,042,111
14	5,110,514	-	-	52	(196,623)	4,913,942
15	5,110,514	-	-	-	(196,621)	4,913,892
16	5,110,514	-	-	-	(196,621)	4,913,892
17	5,110,514	-	-	-	(196,621)	4,913,892
18	5,110,514	-	-	-	(196,621)	4,913,892
19	5,110,514	-	-	-	(196,621)	4,913,892
20	5,110,514	-	-	-	(196,621)	4,913,892
21	4,640,576	-	-	-	(178,541)	4,462,035
22	4,160,199	-	-	-	(160,059)	4,000,140
23	3,649,982	-	-	-	(140,429)	3,509,553
24	3,139,765	-	-	-	(120,799)	3,018,966
25	2,623,039	-	-	-	(100,918)	2,522,121
26	2,106,313	-	-	-	(81,038)	2,025,275
27	1,585,226	-	-	-	(60,990)	1,524,236
28	1,064,138	-	-	-	(40,942)	1,023,196
29	532,069	-	-	-	(20,471)	511,598
PTD	-	-	-	250,714	-	250,714
	$ 102,210,271	$ 78,869,840	$ (63,584,277)	$ 388,356	$ (3,628,065)	$ 114,256,125

(1) Appendix D - Service Area E, Page 2

(2) Appendix D - Service Area E, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Appendix D - Service Area E, Page 7

City of Denton - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area E

Year	Impact Fee	Vehicle Miles	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ 4,840,794
1	$ 3,722	2,415	$ 8,988,114	$ (4,349,323)	$ 13,337,437	$ 230,190	18,408,421
2	3,722	2,415	8,988,114	(1,755,193)	10,743,306	475,601	29,627,329
3	3,722	2,415	8,988,114	864,355	8,123,758	673,784	38,424,871
4	3,722	2,415	8,988,114	3,480,232	5,507,881	823,576	44,756,329
5	3,722	2,415	8,988,114	3,976,893	5,011,220	945,239	50,712,788
6	3,722	2,415	8,988,114	4,471,885	4,516,228	1,059,418	56,288,434
7	3,722	2,415	8,988,114	4,967,384	4,020,730	1,165,976	61,475,140
8	3,722	2,415	8,988,114	5,458,924	3,529,189	1,264,795	66,269,124
9	3,722	2,415	8,988,114	5,957,406	3,030,708	1,355,690	70,655,522
10	3,722	2,415	8,988,114	6,452,030	2,536,084	1,438,471	74,630,076
11	-	-	-	11,281,780	(11,281,780)	1,379,784	64,728,080
12	-	-	-	9,162,510	(9,162,510)	1,202,936	56,768,506
13	-	-	-	7,042,111	(7,042,111)	1,064,949	50,791,344
14	-	-	-	4,913,942	(4,913,942)	966,687	46,844,090
15	-	-	-	4,913,892	(4,913,892)	887,743	42,817,941
16	-	-	-	4,913,892	(4,913,892)	807,220	38,711,268
17	-	-	-	4,913,892	(4,913,892)	725,086	34,522,462
18	-	-	-	4,913,892	(4,913,892)	641,310	30,249,880
19	-	-	-	4,913,892	(4,913,892)	555,859	25,891,847
20	-	-	-	4,913,892	(4,913,892)	468,698	21,446,652
21	-	-	-	4,462,035	(4,462,035)	384,313	17,368,931
22	-	-	-	4,000,140	(4,000,140)	307,377	13,676,168
23	-	-	-	3,509,553	(3,509,553)	238,428	10,405,043
24	-	-	-	3,018,966	(3,018,966)	177,911	7,563,988
25	-	-	-	2,522,121	(2,522,121)	126,059	5,167,926
26	-	-	-	2,025,275	(2,025,275)	83,106	3,225,756
27	-	-	-	1,524,236	(1,524,236)	49,273	1,750,793
28	-	-	-	1,023,196	(1,023,196)	24,784	752,381
29	-	-	-	511,598	(511,598)	9,932	250,714
PTD	-	-	-	250,714	(250,714)	-	-
			$ 89,881,135	$ 114,256,125		$ 19,534,195	

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area E

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Vehicle Miles: Actual	Annual Vehicle Miles: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	29	1.7584	1.0000	2,415	4,246	$ (4,349,323)	$ (7,648,000)
2	28	1.7240	1.0000	2,415	4,163	(1,755,193)	(3,025,874)
3	27	1.6902	1.0000	2,415	4,081	864,355	1,460,892
4	26	1.6570	1.0000	2,415	4,001	3,480,232	5,766,787
5	25	1.6245	1.0000	2,415	3,923	3,976,893	6,460,549
6	24	1.5927	1.0000	2,415	3,846	4,471,885	7,122,230
7	23	1.5614	1.0000	2,415	3,771	4,967,384	7,756,269
8	22	1.5308	1.0000	2,415	3,697	5,458,924	8,356,647
9	21	1.5008	1.0000	2,415	3,624	5,957,406	8,940,915
10	20	1.4714	1.0000	2,415	3,553	6,452,030	9,493,383
11	19	1.4425	1.0000	-	-	11,281,780	16,274,292
12	18	1.4142	1.0000	-	-	9,162,510	12,958,023
13	17	1.3865	1.0000	-	-	7,042,111	9,763,982
14	16	1.3593	1.0000	-	-	4,913,942	6,679,654
15	15	1.3327	1.0000	-	-	4,913,892	6,548,614
16	14	1.3065	1.0000	-	-	4,913,892	6,420,210
17	13	1.2809	1.0000	-	-	4,913,892	6,294,324
18	12	1.2558	1.0000	-	-	4,913,892	6,170,906
19	11	1.2312	1.0000	-	-	4,913,892	6,049,907
20	10	1.2070	1.0000	-	-	4,913,892	5,931,282
21	9	1.1834	1.0000	-	-	4,462,035	5,280,265
22	8	1.1602	1.0000	-	-	4,000,140	4,640,852
23	7	1.1374	1.0000	-	-	3,509,553	3,991,850
24	6	1.1151	1.0000	-	-	3,018,966	3,366,515
25	5	1.0933	1.0000	-	-	2,522,121	2,757,325
26	4	1.0718	1.0000	-	-	2,025,275	2,170,731
27	3	1.0508	1.0000	-	-	1,524,236	1,601,673
28	2	1.0302	1.0000	-	-	1,023,196	1,054,097
29	1	1.0100	1.0000	-	-	511,598	516,714
PTD		1.0000	1.0000	-	-	250,714	250,714
					38,905		$ 153,405,728

Annual Interest Rate:		2.00%
Total Escalated Expense for Entire Period	$	153,405,728
Less Future Value of Initial Impact Fee Fund Balance		8,596,499
Sub-Total	$	144,809,229
Total Escalated Vehicle Miles		38,905
Maximum Assessable Impact Fee for Roadway Service Area E	**$**	**3,722**

City of Denton - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area E

Street Name	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]	Impact Fee Recoverable Cost
AUDRA	$ 1,687,000	$ 436,939	$ -	$ 349,552	$ 87,388	$ 436,939
BLAGG	11,181,000	2,895,922	-	2,316,738	579,184	2,895,922
BLAGG	7,651,000	1,981,638	-	1,585,311	396,328	1,981,638
BLAGG	281,500	72,910	-	58,328	14,582	72,910
DALLAS	3,624,000	938,630	-	750,904	187,726	938,630
DUCHESS	5,949,000	1,540,814	-	1,232,651	308,163	1,540,814
FM 426	9,953,000	2,577,865	-	2,062,292	515,573	2,577,865
MCKINNEY	1,551,000	401,715	-	-	401,715	401,715
MCKINNEY	1,914,000	495,733	-	396,587	99,147	495,733
MCKINNEY	3,270,000	846,943	-	677,554	169,389	846,943
MCKINNEY	9,268,000	2,400,448	-	1,920,358	480,090	2,400,448
MCKINNEY	4,399,000	1,139,358	-	911,486	227,872	1,139,358
MILLS	23,115,000	5,986,874	-	4,789,499	1,197,375	5,986,874
MILLS	5,235,000	1,355,885	-	1,084,708	271,177	1,355,885
MINGO	2,172,000	562,556	-	450,045	112,511	562,556
MINGO	7,268,000	1,882,440	-	1,505,952	376,488	1,882,440
MINGO	8,381,000	2,170,711	-	1,736,569	434,142	2,170,711
MINGO	2,700,000	699,310	-	559,448	139,862	699,310
MINGO	1,714,000	443,933	-	355,146	88,787	443,933
MINGO	6,583,000	1,705,022	-	1,364,018	341,004	1,705,022
MINGO	671,000	173,792	-	139,033	34,758	173,792
MINGO	2,813,000	728,578	-	582,862	145,716	728,578
MORSE	1,969,000	509,979	-	407,983	101,996	509,979
SHADY OAKS	9,967,000	2,581,491	-	2,065,193	516,298	2,581,491
SPENCER	6,862,000	1,777,284	-	1,421,828	355,457	1,777,284
TREATMENT PLANT	4,731,000	1,225,347	-	980,278	245,069	1,225,347
TREATMENT PLANT	5,015,000	1,298,904	-	1,039,123	259,781	1,298,904
TREATMENT PLANT	11,310,000	2,929,333	-	2,343,467	585,867	2,929,333
BONNIE BRAE	4,155,000	1,076,161	-	860,929	215,232	1,076,161
BONNIE BRAE	1,528,000	395,758	-	316,606	79,152	395,758
BONNIE BRAE	1,685,000	436,421	-	349,137	87,284	436,421
BONNIE BRAE	543,500	140,769	-	112,615	28,154	140,769
BONNIE BRAE	2,035,000	527,073	-	421,658	105,415	527,073
BONNIE BRAE	1,228,500	318,186	-	254,549	63,637	318,186
CARDINAL	3,167,000	820,265	-	656,212	164,053	820,265
GEESLING	8,237,000	2,133,415	-	1,706,732	426,683	2,133,415
GEESLING	18,210,000	4,716,460	-	3,773,168	943,292	4,716,460
LAKEVIEW	2,294,000	594,155	-	475,324	118,831	594,155
MAYHILL	2,467,000	638,962	35,868	570,030	33,064	638,962
MAYHILL	2,155,000	558,153	31,337	497,930	28,887	558,153
MAYHILL	409,500	106,062	5,952	94,623	5,487	106,062
MAYHILL	243,500	63,067	3,533	56,277	3,257	63,067
MAYHILL	1,142,000	295,782	16,590	263,899	15,293	295,782
MAYHILL	2,066,000	535,102	30,031	477,388	27,683	535,102
MAYHILL	2,161,000	559,707	31,414	499,336	28,958	559,707
MAYHILL	3,717,000	962,717	54,071	858,802	49,844	962,717
MAYHILL	3,864,000	1,000,791	48,925	906,765	45,100	1,000,791
MAYHILL	4,477,000	1,159,560	41,859	1,079,114	38,587	1,159,560
MAYHILL	1,840,000	476,567	-	381,254	95,313	476,567
MAYHILL CONNECTOR	2,071,000	536,397	-	429,118	107,279	536,397
MOCKINGBIRD	1,217,000	315,208	-	252,166	63,042	315,208
MOCKINGBIRD	7,039,000	1,823,128	-	1,458,502	364,626	1,823,128
MOCKINGBIRD	6,721,000	1,740,765	-	1,392,612	348,153	1,740,765
POST OAK	20,228,000	5,239,130	-	4,191,304	1,047,826	5,239,130
POST OAK	21,525,000	5,575,058	-	4,460,046	1,115,012	5,575,058
POST OAK	8,015,000	2,075,916	-	1,660,733	415,183	2,075,916
SWISHER	3,750,000	971,264	-	777,012	194,253	971,264
TEASLEY	2,077,000	537,951	-	430,361	107,590	537,951
N STAR	2,427,000	628,602	-	502,882	125,720	628,602
ROY	1,594,000	412,852	-	330,282	82,570	412,852
	37,660	37,660	-	-	37,660	37,660
	$ 305,561,160	$ 79,169,421	$ 299,581	$ 63,584,277	$ 15,285,563	$ 79,169,421

(1) Per Kimley-Horn Impact Fee Study

(2) Per discussions with City staff and City files

City of Denton - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area E

Year	Eligible Debt Service[1]	Annual Vehicle Miles	Eligible Debt Service per Vehicle Mile	Annual Growth in Vehicle Miles (Cumulative)	Credit for Annual Ad Valorem Rate Revenues
1	$ 482,471	605,916	$ 0.80	2,415	$ 1,923
2	962,847	608,331	1.58	4,830	7,644
3	1,472,744	610,745	2.41	7,244	17,469
4	1,982,913	613,160	3.23	9,659	31,237
5	2,497,320	615,575	4.06	12,074	48,983
6	3,013,992	617,990	4.88	14,489	70,663
7	3,535,147	620,405	5.70	16,904	96,319
8	4,056,182	622,819	6.51	19,318	125,814
9	4,588,341	625,234	7.34	21,733	159,492
10	5,120,478	627,649	8.16	24,148	197,005
11	5,120,353	627,649	8.16	24,148	197,000
12	5,120,566	627,649	8.16	24,148	197,008
13	5,119,606	627,649	8.16	24,148	196,971
14	5,110,565	627,649	8.14	24,148	196,623
15	5,110,514	627,649	8.14	24,148	196,621
16	5,110,514	627,649	8.14	24,148	196,621
17	5,110,514	627,649	8.14	24,148	196,621
18	5,110,514	627,649	8.14	24,148	196,621
19	5,110,514	627,649	8.14	24,148	196,621
20	5,110,514	627,649	8.14	24,148	196,621
21	4,640,576	627,649	7.39	24,148	178,541
22	4,160,199	627,649	6.63	24,148	160,059
23	3,649,982	627,649	5.82	24,148	140,429
24	3,139,765	627,649	5.00	24,148	120,799
25	2,623,039	627,649	4.18	24,148	100,918
26	2,106,313	627,649	3.36	24,148	81,038
27	1,585,226	627,649	2.53	24,148	60,990
28	1,064,138	627,649	1.70	24,148	40,942
29	532,069	627,649	0.85	24,148	20,471
Total	$ 102,347,912				$ 3,628,065

2022 Vehicle Miles (All Service Areas) [2]	603,501	
Ten Year Growth in Vehicle Miles (Service Area E) [2]	24,148	
	10	years
Annual Growth in Vehicle Miles	2,415	
Credit Amount	**$ 3,628,065**	

(1) Appendix D - Service Area E, Page 3

(2) Per Kimley-Horn Impact Fee Study

Appendix F – Consideration for the Hunter Ranch and Cole Ranch Operating Agreements

Consideration for Hunter Ranch and Cole Ranch Operating Agreement

The City of Denton has operating agreements with the Hunter Ranch District and the Cole Ranch District which stipulate certain calculations to be included in the Roadway Impact Fee Study. The purpose of this appendix is to explain what calculations are included as part of the operating agreements, how the calculations were performed, and how they will be used in the administration of both the Impact Fee Program and the operating agreements. The terms City Offsites, District Cost, District Area Revenue, and District Tax Revenue are defined in Section 4.11 of the operating agreements.

"City Offsites" Facilities

The operating agreements define City Offsites as specific roadways that are to be constructed by the City. The City Offsites are described on Exhibits K and K-1 of the operating agreements. City Offsites facilities are impact fee eligible roadways that are anticipated to be funded in part by impact fees collected within the service area (including within the districts) and by district financial participation in the form of a District Tax assessed and paid from properties in the districts. As part of the operating agreements, the Roadway Impact Fee study is to include a capacity analysis which shows "what portion of each City Offsite will serve the District Area and what portion will serve other areas of the City." This preliminary non-binding analysis is provided in the tables included in this appendix, and will be updated based on a traffic study that contains a separate analysis for each City Offsite. A map identifying the City Offsite facilities and development Improvement Projects as identified within the context of the 2022 Roadway Impact Fee CIP is provided in **Exhibit F.1**. The original map of the City Off-sites from the operating agreement is included in **Exhibit F.2.**

Administration of the Impact Fee Program

Impact fees will be administered in accordance with the operating agreements, and in the event of a conflict between this Appendix F and the operating agreements, the operating agreements control.

City of Denton - 2022 Roadway Impact Fee Study

Hunter Ranch District Capacity Analysis

Hunter Ranch

5/15/2024

Project ID #	Operating Agreement Project No. #	ROADWAY	LIMITS		LENGTH (FT)[4]	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN DISTRICT	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
			FROM	TO														
CITY OFF-SITES (INCLUDED IN IMPACT FEE CIP)																		
A-12	51039	JIM CHRISTAL	IH 35	OLD SH 24	3,110	0.59	4	SECONDARY ARTERIAL	SA	Widening	1,290	100%	750	1770	761	1,009	$ 10,332,000	$ 10,332,000
A-13,C-10	51039	JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,056	50%	750	825	290	535	$ 9,746,000	$ 4,873,000
A-14,C-11	51039	JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	4	SECONDARY ARTERIAL	SA	Widening	910	50%	750	990	300	690	$ 11,964,000	$ 5,982,000
A-15,C-12	51039	JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1695	135	1,560	$ 18,502,000	$ 9,251,000
A-18	52758	ROBSON RANCH	IH 35W	5,745' W of IH-35W	*5,745*	*1.09*	6	PRIMARY ARTERIAL	PA	Widening	808	50%	850	2780	441	2,339	$ 20,953,000	$ 10,476,500
A-28	52897	THOMAS J EGAN	JIM CHRISTAL	2915' S OF JIM CRISTAL	2,915	0.55	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1650	0	1,650	$ 6,984,000	$ 6,984,000
A-29	52897	THOMAS J EGAN	1830' N OF FM 1515	FM 1515	1,830	0.35	4	SECONDARY ARTERIAL	SA	New	New	50%	750	525	0	525	$ 4,635,000	$ 2,317,500
A-30	52808	UNDERWOOD	SPRINGSIDE	UNDERWOOD CONNECTOR	4,000	0.76	6	PRIMARY ARTERIAL	PA	Widening	692	100%	850	3876	526	3,350	$ 15,229,000	$ 15,229,000
B-2	52776	ALLRED	BRUSH CREEK	JOHN PAINE	1,610	0.30	6	PRIMARY ARTERIAL	PA	Widening	1,171	50%	850	765	176	589	$ 5,424,000	$ 2,712,000
B-6	52776	BRUSH CREEK	FORT WORTH	590' E OF ALLRED	3,615	0.68	6	PRIMARY ARTERIAL	PA	New	New	100%	850	3468	0	3,468	$ 10,698,000	$ 10,698,000
B-25	45891	VINTAGE	FORT WORTH	BONNIE BRAE	4,605	0.87	6	PRIMARY ARTERIAL	PA (1/3)	Widening	423	100%	850	4437	368	4069	$ 11,721,000	$ 11,721,000
B-27	45891	VINTAGE	BONNIE BRAE	NAPA VALLEY	765	0.14	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	714	262	452	$ 1,665,000	$ 1,665,000
B-28	45891	VINTAGE	NAPA VALLEY	IH 35W	3,435	0.65	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	3315	1218	2,097	$ 7,975,000	$ 7,975,000
SUBTOTAL														**26,810**	**4,477**	**22,333**	**$ 135,828,000**	**$ 100,216,000**
DEVELOPMENT BUILT FACILITIES (NOT INCLUDED IN IMPACT FEE CIP)																		
A	52773	H LIVELY	I-35W	C WOLFE	14,275	2.70	6	PRIMARY ARTERIAL	PA	New	New	30%	850	4131	0	4,131	$ -	$ -
A	52828	HUNTER ARTERIAL	FM 2449	UNDERWOOD	10,451	1.98	4	SECONDARY ARTERIAL	SA	New	New	50%	750	2970	0	2,970	$ -	$ -
A	52824	HUNTER COLLECTOR	HUNTER ARTERIAL	UNDERWOOD	11,391	2.16	2	COLLECTOR	C	New	New	100%	550	2376	0	2,376	$ -	$ -
A	52756	HUNTER COLLECTOR A	HUNTER ARTERIAL	ROBSON RANCH	13,264	2.51	6	COLLECTOR	C	New	New	100%	550	8283	0	8,283	$ -	$ -
A	52767	HUNTER COLLECTOR C	HUNTER COLLECTOR A	HUNTER COLLECTOR B	2,886	0.55	2	COLLECTOR	C	New	New	100%	550	605	0	605	$ -	$ -
A	52953	UNDERWOOD	1610' N OF H LIVELY	H LIVELY	1,608	0.30	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1530	0	1,530	$ -	$ -
A	52953	UNDERWOOD	H LIVELY	ROBSON RANCH	12,039	2.28	6	SECONDARY ARTERIAL	SA	New	New	100%	750	10260	0	10,260	$ -	$ -
B	52771	ALLRED	JOHN PAINE	365' W OF IH-35W	1,482	0.28	6	PRIMARY ARTERIAL	PA	Widening	1,308	100%	850	1428	366	1,062	$ -	$ -
B	52771	ALLRED	365' W OF IH-35W	IH-35W	365	0.07	6	PRIMARY ARTERIAL	PA	Widening	1,438	100%	850	357	101	256	$ -	$ -
B	52853	JOHN PAINE	VINTAGE	ALLRED	6,370	1.21	4	SECONDARY ARTERIAL	SA	New	New	100%	750	3630	0	3,630	$ -	$ -
B	52777	JOHN PAINE	ALLRED	TEXOMA	2,660	0.50	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1500	0	1,500	$ -	$ -
SUBTOTAL														**37,070**	**467**	**36,603**	**$ -**	**$ -**

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

4. The length of Robson Ranch shown in operating agreement is less than the length of project A-18.
The reduced length has been shown in this table to align with the operating agreement.

TOTAL VEHICLE-MILES PROVIDED BY HUNTER-COLE RANCH	63,880
TOTAL VEH-MILES OF EXISTING DEMAND	4,944
NET AMOUNT OF CAPACITY ADDED	58,936
TOTAL COST OF OFF-SITE FACILITIES	$ 100,216,000
COST OF NET CAPACITY SUPPLIED	$ 92,459,771
HUNTER RANCH 10-YEAR VEHICLE-MILE DEMAND	9,220
PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH	15.6%
COST OF OFF-SITES ATTRIBUTABLE TO 10-YR GROWTH	$ 14,464,488
ESTIMATED COST OF FINANCING (46%)	$ 6,653,665
ESTIMATED INTEREST EARNINGS (24%)	$ (3,471,477)
ESTIMATED CREDIT FOR AD VALOREM TAXES (5.4%)	$ (781,082)
RECOVERABLE COST OF IMPACT FEE CIP AND FINANCING (ATTRIBUTABLE TO OFF-SITE FACILITIES)	**$ 16,865,593**

City of Denton - 2022 Roadway Impact Fee Study

Cole Ranch District Capacity Analysis

Cole Ranch

5/15/2024

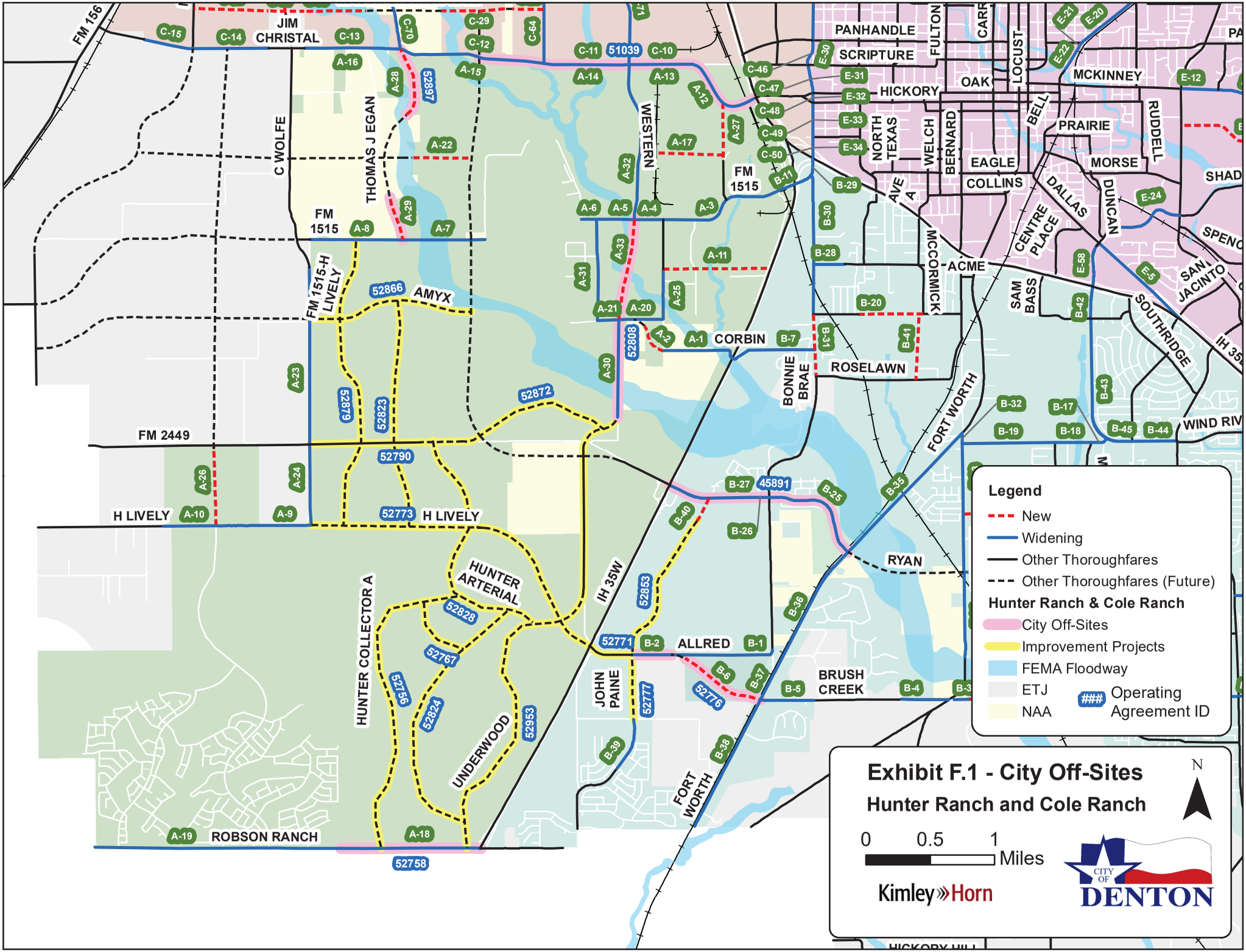
Project ID #	Operating Agreement Project No. #	ROADWAY	LIMITS		LENGTH (FT)[4]	LENGTH (MI)	LANES	MTP CLASSIFICATION	IMPACT FEE CLASSIFICATION	ROADWAY STATUS	PEAK HOUR VOLUME	% IN DISTRICT	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL[1]	VEH-MI TOTAL DEMAND PK-HR[2]	EXCESS CAPACITY PK-HR VEH-MI[3]	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
			FROM	TO														
CITY OFF-SITES (INCLUDED IN IMPACT FEE CIP)																		
A-12	51039	JIM CHRISTAL	IH 35	OLD SH 24	3,110	0.59	4	SECONDARY ARTERIAL	SA	Widening	1,290	100%	750	1770	761	1,009	$ 10,332,000	$ 10,332,000
A-13,C-10	51039	JIM CHRISTAL	OLD SH 24	WESTERN	2,905	0.55	4	SECONDARY ARTERIAL	SA	Widening	1,056	50%	750	825	290	535	$ 9,746,000	$ 4,873,000
A-14,C-11	51039	JIM CHRISTAL	WESTERN	MASCH BRANCH	3,510	0.66	4	SECONDARY ARTERIAL	SA	Widening	910	50%	750	990	300	690	$ 11,964,000	$ 5,982,000
A-15,C-12	51039	JIM CHRISTAL	MASCH BRANCH	THOMAS J EGAN	5,975	1.13	4	SECONDARY ARTERIAL	SA	Widening	239	50%	750	1695	135	1,560	$ 18,502,000	$ 9,251,000
A-18	52758	ROBSON RANCH	IH 35W	5,745' W of IH-35W	*5,745*	*1.09*	6	PRIMARY ARTERIAL	PA	Widening	808	50%	850	2780	441	2,339	$ 20,953,000	$ 10,476,500
A-28	52897	THOMAS J EGAN	JIM CHRISTAL	2915' S OF JIM CRISTAL	2,915	0.55	4	SECONDARY ARTERIAL	SA	New	New	100%	750	1650	0	1,650	$ 6,984,000	$ 6,984,000
A-29	52897	THOMAS J EGAN	1830' N OF FM 1515	FM 1515	1,830	0.35	4	SECONDARY ARTERIAL	SA	New	New	50%	750	525	0	525	$ 4,635,000	$ 2,317,500
A-30	52808	UNDERWOOD	SPRINGSIDE	UNDERWOOD CONNECTOR	4,000	0.76	6	PRIMARY ARTERIAL	PA	Widening	692	100%	850	3876	526	3,350	$ 15,229,000	$ 15,229,000
B-2	52776	ALLRED	BRUSH CREEK	JOHN PAINE	1,610	0.30	6	PRIMARY ARTERIAL	PA	Widening	1,171	50%	850	765	176	589	$ 5,424,000	$ 2,712,000
B-6	52776	BRUSH CREEK	FORT WORTH	590' E OF ALLRED	3,615	0.68	6	PRIMARY ARTERIAL	PA	New	New	100%	850	3468	0	3,468	$ 10,698,000	$ 10,698,000
B-25	45891	VINTAGE	FORT WORTH	BONNIE BRAE	4,605	0.87	6	PRIMARY ARTERIAL	PA (1/3)	Widening	423	100%	850	4437	368	4069	$ 11,721,000	$ 11,721,000
B-26	45891	VINTAGE	BONNIE BRAE	NAPA VALLEY	765	0.14	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	714	262	452	$ 1,665,000	$ 1,665,000
B-27	45891	VINTAGE	NAPA VALLEY	IH 35W	3,435	0.65	6	PRIMARY ARTERIAL	PA (1/3)	Widening	1,874	100%	850	3315	1218	2,097	$ 7,975,000	$ 7,975,000
SUBTOTAL														**26,810**	**4,477**	**22,333**	**$ 135,828,000**	**$ 100,216,000**
DEVELOPMENT BUILT FACILITIES (NOT INCLUDED IN IMPACT FEE CIP)																		
A	52866	AMYX	LOOP 288	C WOLFE	6,855	1.30	2	SECONDARY ARTERIAL	SA	New	New	100%	750	1950	0	1,950	$ -	$ -
A	52790	FM 2449	LOOP 288	780' W OF LOOP 288	778	0.15	6	PRIMARY ARTERIAL	PA	New	New	100%	850	765	0	765	$ -	$ -
A	52790	FM 2449	780' W OF LOOP 288	4380' E OF C WOLFE	1,904	0.36	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1836	0	1,836	$ -	$ -
A	52790	FM 2449	4380' E OF C WOLFE	C WOLFE	4,382	0.83	6	PRIMARY ARTERIAL	PA	Widening	1,364	100%	850	4233	1132	3,101	$ -	$ -
A	52872	FM 2499	OUTER LOOP	UNDERWOOD	5,687	1.08	2	COLLECTOR	C	New	New	100%	550	1188	0	1,188	$ -	$ -
A	52773	H LIVELY	I-35W	C WOLFE	14,275	2.70	6	PRIMARY ARTERIAL	PA	New	New	70%	850	9639	0	9,639	$ -	$ -
A	52823	AMYX-H LIVELY	AMYX	H LIVELY	9,395	1.78	2	COLLECTOR	C	New	New	100%	550	1958	0	1,958	$ -	$ -
A	52879	FM 1515-H LIVELY	FM 1515	H LIVELY	12,255	2.32	4	SECONDARY ARTERIAL	SA	New	New	100%	750	6960	0	6,960	$ -	$ -
A	52828	HUNTER ARTERIAL	FM 2449	UNDERWOOD	10,451	1.98	4	SECONDARY ARTERIAL	SA	New	New	50%	750	2970	0	2,970	$ -	$ -
A	52953	UNDERWOOD	UNDERWOOD CONNECTOR	FM 2449	2,026	0.38	6	PRIMARY ARTERIAL	PA	New	New	100%	850	1938	0	1,938	$ -	$ -
A	52953	UNDERWOOD	LOOP 288	1610' N OF H LIVELY	5,909	1.12	6	PRIMARY ARTERIAL	PA	Widening	60	100%	850	5712	67	5,645	$ -	$ -
SUBTOTAL														**39,149**	**1,199**	**37,950**	**$ -**	**$ -**

1. Veh-Mi Supply Pk-Hr Total = [Length (mi)] * [Exist Lanes] * [Veh-Mi Capacity Pk-Hr Per Ln] * [% in Service Area]
2. Veh-Mi Demand Pk-Hr Total = [Length (mi)] * [PM Peak Hour Vol] * [% In Service Area]
3. Excess Capacity Pk-Hr Veh-Mi = [Veh-Mi Supply Pk-Hr Total] - [Veh-Mi Demand Pk-Hr Total]

Note: Mileage lengths are shown as rounded to the nearest 0.01. Actual calculations were performed using exact mileage length [Length (ft) / 5,280].

4. The length of Robson Ranch shown in operating agreement is less than the length of project A-18.
The reduced length has been shown in this table to align with the operating agreement.

TOTAL VEHICLE-MILES PROVIDED BY COLE RANCH	65,959
TOTAL VEH-MILES OF EXISTING DEMAND	5,676
NET AMOUNT OF CAPACITY ADDED	60,283
TOTAL COST OF OFF-SITE FACILITIES	$ 100,216,000
COST OF NET CAPACITY SUPPLIED	$ 91,592,067
COLE RANCH 10-YEAR VEHICLE-MILE DEMAND	5,993
PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH	9.9%
COST OF OFF-SITES ATTRIBUTABLE TO 10-YR GROWTH	$ 9,105,573
ESTIMATED COST OF FINANCING (46%)	$ 4,188,564
ESTIMATED INTEREST EARNINGS (24%)	$ (2,185,338)
ESTIMATED CREDIT FOR AD VALOREM TAXES (5.4%)	$ (491,701)
RECOVERABLE COST OF IMPACT FEE CIP AND FINANCING (ATTRIBUTABLE TO OFF-SITE FACILITIES)	**$ 9,617,098**


Legend
New
Widening
Other Thoroughfares
Other Thoroughfares (Future)
Hunter Ranch & Cole Ranch
City Off-Sites
Improvement Projects
FEMA Floodway
ETJ
NAA
Operating Agreement ID
Exhibit F.1 - City Off-Sites
Hunter Ranch and Cole Ranch
N
0 0.5 1 Miles
Kimley»Horn
CITY OF DENTON
FM 156
JIM CHRISTAL
C WOLFE
THOMAS J EGAN
FM 1515
FM 1515-H LIVELY
AMYX
FM 2449
H LIVELY
HUNTER ARTERIAL
HUNTER COLLECTOR A
UNDERWOOD
ROBSON RANCH
WESTERN
CORBIN
ROSELAWN
BONNIE BRAE
ACME
MCCORMICK
SAM BASS
CENTRE PLACE
DALLAS
DUNCAN
SOUTHRIDGE
FORT WORTH
IH 35W
JOHN PAINE
ALLRED
BRUSH CREEK
RYAN
PANHANDLE
SCRIPTURE
HICKORY
OAK
MCKINNEY
PRAIRIE
MORSE
EAGLE
COLLINS
NORTH TEXAS
WELCH
BERNARD
BELL
FULTON
LOCUST
RUDDELL
SHAD
SPENC
SAN JACINTO
WIND RIV
51039
52891
52866
52879
52823
52872
52790
52773
52828
52767
52756
52824
52953
52758
52808
52853
52771
52777
52776
45891

Planning Level Infrastructure Development Phasing Map – Off-site Roadways with Phase Boundaries

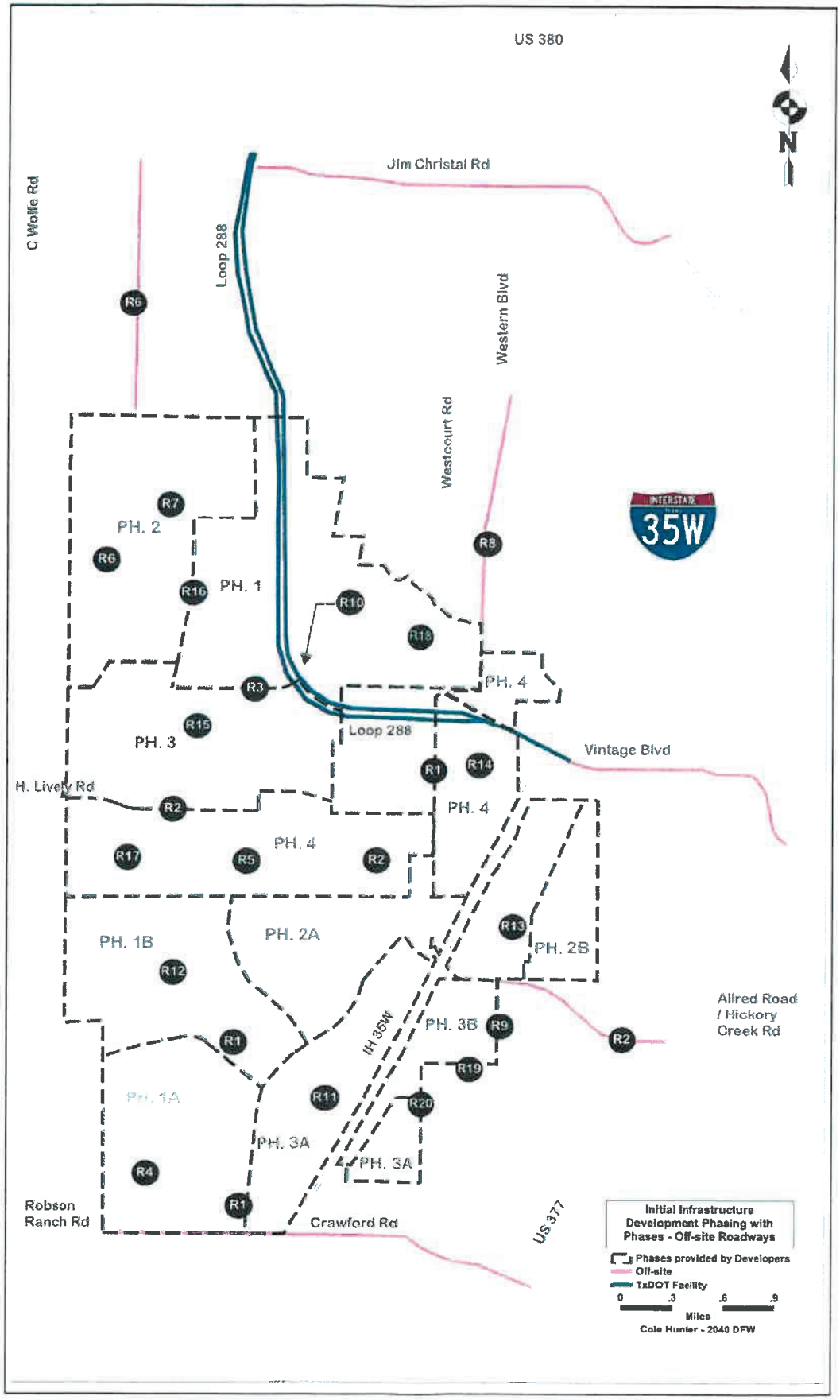


Exhibit F.2 - City Off-sites
Hunter Ranch and Cole Ranch Operating Agreement

EXHIBIT B

SCHEDULE 1

MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT

Exhibit B - Schedule 1

Service Area	Maximum Assessable Roadway Impact Fee Per Service Unit
Service Area A	$ 2,496
Service Area B	$ 3,742
Service Area C	$ 4,695
Service Area D	$ 5,265
Service Area E	$ 3,722

SCHEDULE 2

ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT

Exhibit B - Schedule 2 Roadway Impact Fee Collection Rate Per Service Unit

Assessment Date	Properties platted on or before 12/31/2024		Properties platted on or after 1/1/2025	
Service Areas	Land Use Type		Land Use Type	
	Residential	Non-Residential	Residential	Non-Residential
A	$ 408.16	$ 306.12	$ 796.80	$ 398.40
B	$ 408.16	$ 306.12	$ 796.80	$ 398.40
C	$ 408.16	$ 306.12	$ 796.80	$ 398.40
D	$ 408.16	$ 306.12	$ 796.80	$ 398.40
E	$ 408.16	$ 306.12	$ 796.80	$ 398.40

EXHIBIT C

(LAND USE EQUIVALENCY TABLE)

Exhibit C - Land Use Equivalency Table

Land Use Category	ITE Land Use Code	Development Units	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	10.02	50%	5.01	5.01	9.37
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	10.02	50%	5.01	5.01	3.26
Industrial Park	130	1,000 SF GFA	0.34			0.34	10.02	50%	5.01	5.01	1.70
Warehousing	150	1,000 SF GFA	0.18			0.18	10.02	50%	5.01	5.01	0.90
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	10.02	50%	5.01	5.01	0.75
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.90	4.61
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.90	2.50
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.39			0.39	9.79	50%	4.90	4.90	1.91
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.32			0.32	9.79	50%	4.90	4.90	1.57
Residential Condominium/Townhome	230	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.24			0.24	9.79	50%	4.90	4.90	1.18
LODGING											
Hotel	310	Room	0.59			0.59	6.43	50%	3.21	3.21	1.89
Motel	320	Room	0.36			0.36	6.43	50%	3.21	3.21	1.16
RECREATIONAL											
Golf Driving Range	432	Tees / Driving Positions	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Holes	0.33			0.33	7.86	50%	3.93	3.93	1.30
Multiplex Movie Theater	445	Movie Screens	13.96			13.96	15.77	50%	7.88	6.00	83.76
Racquet / Tennis Club	491	Tennis Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.15	4.15	2.03
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.74	1.74	10.84
Elementary School	520	Students	0.16			0.16	3.49	50%	1.74	1.74	0.28
Middle School / Junior High School	522	Students	0.15			0.15	3.49	50%	1.74	1.74	0.26
High School	530	Students	0.14			0.14	3.49	50%	1.74	1.74	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.92	4.92	18.15
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.92	4.92	4.23
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.92	4.92	0.69
Animal Hospital / Veterinary Clinc	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.92	4.92	12.15
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.32	6.00	8.64
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.92	4.92	19.34
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.32	6.00	10.56
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.32	6.00	7.80
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.22	2.22	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.22	2.22	6.19
Gasoline / Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline / Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	56%	B	8.10	1.20	50%	0.60	0.60	4.86
New Car Sales	841	1,000 SF GFA	2.42	20%	B	1.94	5.60	50%	2.80	2.80	5.43
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.22	2.22	6.46
Self-Service Car Wash	947	Wash Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.22	2.22	5.99
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.59
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.84
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	5.64	50%	2.82	2.82	14.55
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee / Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	A	11.7	5.64	50%	2.82	2.82	32.99
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.46
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	5.60	50%	2.80	2.80	3.39
Pharmacy / Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy / Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.70
Shopping Center (>150k)	820	1,000 SF GFA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GFA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.55
Toy / Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.22	2.22	16.16
Drive-In Bank	912	Drive-in Lanes	27.07	47%	A	14.35	4.45	50%	2.22	2.22	31.86
Hair Salon	918	1,000 SF GFA	1.45	30%	B	1.02	6.41	50%	3.20	3.20	3.26

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Denton Municipal Electric

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates for electric service; amending the large load energy cost adjustment; providing for a repealer; providing for a severability clause; and providing effective dates for this ordinance and the schedule of rates. The Public Utilities Board recommends approval (5-0).

BACKGROUND

Consistent with Ordinance 25-675, approved by City Council on June 17, 2025, DME has assessed the adequacy of the current Energy Cost Adjustment (ECA) rate of $.0462/kWh. Through that analysis, staff determined that the current Energy Cost Adjustment (ECA) rate of $0.0462/kWh remains adequate to maintain the system ECA account balance within the target range of +/- $20 million over the next 12 months. In addition, to accommodate the unique power purchase requirements of Large Load customers- defined as those with a single metering point load of 20 MW or greater- the ECA LL rate will increase from $0.0515/kWh to $0.0577/kWh, effective October 15, 2025 (See page 36 in FY 26 Electric Rate Ordinance). The ECA LL account balance buffer will continue to be maintained between $0 and $20 million.

The current Transmission Cost Recovery Factor (TCRF) will be sufficient through the next quarter.

RECOMMENDATION

DME General Manager and Finance recommends adoption and approval of the Ordinance maintaining the current ECA and TCRF rates. Staff recommends approval of a modification to the ECA LL rate schedule for Large Load customers. The ECA LL rate will increase from $0.0515/kWh to $0.0577/kWh, effective October 15, 2025.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 25, 2025, this item was presented to the Public Utilities Board (PUB) for consideration and the PUB recommended approval 5-0.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Rate Ordinance Redline
Exhibit 3: Rate Ordinance

Respectfully submitted:

Antonio Puente, Jr.
DME General Manager

Prepared By:
Melissa Cuevas
Division Manager of Business Services

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; AMENDING THE LARGE LOAD ENERGY COST ADJUSTMENT; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING EFFECTIVE DATES FOR THIS ORDINANCE AND THE SCHEDULE OF RATES. ~~AN ORDINANCE OF THE CITY OF DENTON, TEXAS ESTABLISHING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING EFFECTIVE DATES FOR THIS ORDINANCE AND THE SCHEDULES OF RATES.~~

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Schedule of Rates for electrical services as provided for in Chapter 26 of the City of Denton Code of Ordinances, is as follows:

ELECTRIC RATE SCHEDULES

		PAGE
RES	Residential Service	2
GS	General Service Small	4
GM	General Service Medium	6
GL	General Service Large	8
TG	General Service Time Of Use	10
GOS	Local Government Service Small	12
GOM	Local Government Service Medium	14
GOL	Local Government Service Large	16
T1	Temporary Service	18
AF	Athletic Field	20
LS	Street Lighting	22
LT	Traffic Lighting	23
UFL	Unmetered School Zone/Crossing Flashers	24
USC	Unmetered Security Camera	25
UWF	Unmetered Wi-Fi Devices	26
LO	Other Lighting	27
DD	Security Lighting	28
DSL	Non-Standard Street Lighting	30
EGR	Economic Growth Rider	32
GIP	GreenSense Incentive Program	34
ECA	Energy Cost Adjustment	35
ECA LL	Energy Cost Adjustment for Large Loads	36
TCRF	Transmission Cost Recovery Factor	37
DGR	Distributed Generation From Renewable Sources Rider	39
SFR	Special Facilities Rider	41
PAF	Pole Attachment Fee	42
BIF	Banner Install Fee	44
WNA	Wireless Node Attachments	45

EVCR	Electric Vehicle Charging Rate	47
WTS	Wholesale Transmission Service	48

RESIDENTIAL ELECTRIC SERVICE
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase Service (**R2**)	$ 8.80
	Three-Phase Service (**R2**)	$17.59
	Prepaid Service (**P2**)	$16.26

plus;

(2)	**Usage Charge**	**Per kWh**
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	$0.0694
	Tier 2: Additional kWh	$0.0462
	Summer (Billing months of May through October):	
	Tier 1: All kWh	$0.0694

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

Summer (Billing months of May through October):

Usage Charge = All kWh × Tier 1 Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GS

GENERAL SERVICE SMALL
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

(2)	**Usage Charge**	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0865
	Tier 2: Additional kWh	$0.0453

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GM

GENERAL SERVICE MEDIUM
(Effective 1007/1501/25)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GM2**)

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GM3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Single-Phase	$16.85
		Three-Phase	$22.50

plus;

(2)	**Demand Charge**		**Per kW**
		All kW	$4.85

plus;

(3)	**Usage Charge**		**Per kWh**
	GM	Tier 1: First 6,000 kWh	$0.0531
		Tier 2: Additional kWh	$0.0438
	GM2	Tier 1: First 6,000 kWh	$0.0521
		Tier 2: Additional kWh	$0.0428
	GM3	Tier 1: First 6,000 kWh	$0.0500
		Tier 2: Additional kWh	$0.0408

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GL

GENERAL SERVICE LARGE
(Effective 1007/1501/25)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GL2**)

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GL3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Three-Phase	$70.10

plus;

(2)	**Demand Charge**		**Per kVA**
		All kVA	$10.96

plus;

(3)	**Usage Charge**		**Per kWh**
	GL	Tier 1: First 200,000 kWh	$0.0249
		Tier 2: Additional kWh	$0.0142
	GL2	Tier 1: First 200,000 kWh	$0.0239
		Tier 2: Additional kWh	$0.0132
	GL3	Tier 1: First 200,000 kWh	$0.0218
		Tier 2: Additional kWh	$0.0112

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE TG

GENERAL SERVICE TIME OF USE
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**TG2**)

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**TG3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$81.75

plus;

(2)	**Demand Charge**	**Per kVA**
	On-Peak	$13.97
	Off-Peak	$ 2.76

plus;

(3)	**Usage Charge**	**Per kWh**
	TG All kWh	$0.0083
	TG2 All kWh	$0.0073
	TG3 All kWh	$0.0053

plus;

(5)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(6) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING
For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS
The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND
On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES
All services which require special facilities in order to meet Customer’s service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT
Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

	Facility Charge	**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

	Usage Charge	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0865
	Tier 2: Additional kWh	$0.0453

plus;

(3) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(4) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

(2)	**Demand Charge**	**Per kW**
	All kW	$4.85

plus;

(3)	**Usage Charge**	**Per kWh**
	Tier 1: First 6,000 kWh	$0.0531
	Tier 2: Additional kWh	$0.0438

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 kWh × Rate per kWh
kWh in Tier 2 kWh x Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE
(Effective 1007/1501/25)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GO2**)

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GO3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Three-Phase	$70.10

plus;

(2)	**Demand Charge**		**Per kVA**
		All kVA	$10.96

plus;

(3)	**Usage Charge**		**Per kWh**
	GOL	Tier 1: First 200,000 kWh	$0.0249
		Tier 2: Additional kWh	$0.0142
	GO2	Tier 1: First 200,000 kWh	$0.0239
		Tier 2: Additional kWh	$0.0132
	GO3	Tier 1: First 200,000 kWh	$0.0218
		Tier 2: Additional kWh	$0.0112

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE T1

TEMPORARY SERVICE
(Effective 1007/1501/25)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.86
	Three-Phase	$22.52

plus;

(2)	**Usage Charge**	**Per kWh**
	All kWh	$0.0867

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE AF

ATHLETIC FIELD
(Effective 1007/1501/25)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$23.09
	Three-Phase	$34.62

plus;

(2)	**Demand Charge**	**Per kW**
	On-Peak	$6.15
	Off-Peak	$1.46

plus:

(3)	**Usage Charge**	**Per kWh**
	On-Peak	$0.0992
	Off-Peak	$0.0496

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = On-Peak kWh × Rate per kWh
Off Peak kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer’s service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LS

STREET LIGHTING
(Effective 1007/1501/25)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Style Type	
	100 W Sodium Cobra (LSA)	$6.17
	250 W Sodium Cobra (LSB)	$8.75
	400 W Sodium Cobra (LSC)	$11.02
	100 W LED Cobra (LSD)	$6.17
	250 W LED Cobra (LSE)	$8.75
	400 W LED Cobra (LSF)	$11.02
	85 W LED Post (LSG)	$11.02

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

TRAFFIC LIGHTING
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

(1)	Usage Charge	$0.0674 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

(1)	Usage Charge	$0.0674 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0674per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh × Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE USC

UNMETERED SECURITY CAMERA
(Effective 1007/1501/25)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

(1)	Facility Charge	$18.09 per bill
plus;		
(2)	Usage Charge	$0.0674 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(1)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UWF

UNMETERED WI-FI DEVICES
(Effective 1007/1501/25)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

(1)	Facility Charge	$18.09 per bill
plus;		
(2)	Usage Charge	$0.0674 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LO

OTHER LIGHTING
(Effective 1007/1501/25)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

(1)	Usage Charge	$0.0674 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.
Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

(1)	Usage Charge	$0.0674 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)
Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.
Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours
Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DD

SECURITY LIGHTING
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Type	
	100 W Sodium Vapor (DSA)	$ 9.75
	250 W Sodium Vapor (DSB)	$12.90
	400 W Sodium Vapor (DSC)	$15.55
	250 W Metal Halide (DHA)	$15.17
	400 W Metal Halide (DHB)	$18.09
	100 W Equivalent LED (DSD)	$ 9.75
	250 W Equivalent LED (DSE)	$12.90
	400 W Equivalent LED (DSF)	$15.55

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DSL

NON-STANDARD STREET LIGHTING
(Effective 1007/1501/25)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

(1)	Facility Charge	$ 9.32 per bill
plus;		
(2)	Usage Charge	$0.0674per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor Regular time or overtime labor hourly rates in effect at the time the work is

	performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EGR

ECONOMIC GROWTH RIDER
(Effective 10~~07~~/15~~01~~/25)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

(1) Receive service from Rate Schedules GSL or TGS; and

(2) Pay City ad valorem tax; and

(3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

(1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.

(2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

Time Period	Reduction to Billing Demand
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM
(Effective 10~~07~~/15~~01~~/25)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program ("Program") is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City's electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives that may be distributed in the form of credits on the electric service bills or cash incentives to City retail customers.

Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

SCHEDULE ECA

ENERGY COST ADJUSTMENT
(Effective 10~~07~~/15~~01~~/25)

The Energy Cost Adjustment (ECA) Rate shall be set to recover the net cost of energy delivered to Customers that are not Large Load Customers and to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE

(1) **Energy Cost Adjustment Charge** **$0.0462 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA Account Balance) – (Projected Net Energy Cost)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT plus all projected electric utility power/energy related costs for that same period including, but not limited to, power production (excluding the Denton Energy Center debt); purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION

ECA = [(Projected Net Energy Cost) + (ECA Balancing Account)] / (Projected kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge = kWh × ECA Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA Balancing Account monthly. In the event that the ECA Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be over or under collected by $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA to maintain the City's electric utility in a financially sound position. Any change to the ECA will be placed on the City Council's consent agenda.

SCHEDULE ECA LL

ENERGY COST ADJUSTMENT FOR LARGE LOADS
(Effective 10~~07~~/15~~01~~/25)

The Energy Cost Adjustment (ECA) for Large Loads (LL) Rate shall be set to recover the net cost of energy delivered to Large Load Customers and to maintain the City's electric utility in a financially sound position. This rate applies to all Large Load customers regardless of their actual monthly usage. Large Load Customers are defined as customers whose planned or actual single point of delivery meets or exceeds 20MW.

NET MONTHLY RATE

(1) **Energy Cost Adjustment for Large Load Charge** **$0.05771~~5~~ per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA LL Account Balance) – (Projected Net Energy Cost for Large Load)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT to feed Large Loads plus all projected Large Load related electric utility power/energy related costs for that same period including, but not limited to, purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for Large Load related power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION
ECA LL = [(Projected Large Load Net Energy Cost) + (ECA LL Balancing Account)] / (Projected Large Load kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Large Load Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge for Large Load = kWh × ECA LL Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA LL Balancing Account monthly. In the event that the ECA LL Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be below $0 to $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA LL to maintain the City's electric utility in a financially sound position. Any change to the ECA LL will be placed on the City Council's consent agenda.

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR
(Effective 10~~7~~/15~~01~~/25)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set to recover the costs of transmission service paid by DME to other transmission owners within the boundaries of the Electric Reliability Council of Texas ("ERCOT") region. The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below. The TCRF Rate charges are pass-through charges to customers in order to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE	$0.0176 Per kWh
Residential	
General Service Small	
Local Government Service Small	
Temporary Service	
Athletic Field	
Traffic Lighting	
Unmetered Traffic Lighting	
Unmetered School Zone/Crossing	
Unmetered Security Camera	
Unmetered Wi-Fi Devices	

NET MONTHLY RATE	$5.02 Per kW
General Service Medium	
Local Government Service Medium	

NET MONTHLY RATE	$6.95 Per kVA
General Service Large	
Local Government Service Large	
General Service Time Of Use	

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION
The TCRF shall be calculated using the following formula:

> TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases pursuant to PUCT-approved TCOS billing amount charges to ERCOT utilities) + (applicable Franchise Fees and required ROI)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City's electric utility or their designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW or kVA for billing schedules with a demand component. The cumulative forecasted TCRF revenues from all rate classes shall fully recover the TCRF Annual Billing. The General Manager or their designee may recommend to the PUB and City Council a revision to the

TCRF to maintain the City's electric utility in a financially sound position. Any change to the TCRF will be placed on the City Council's consent agenda.

TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

This Rider is available to retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider. This Rider is subject to change at any time.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe installation and operation of the Customer's equipment with the City's electric system. The

Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's generation delivered to the City.

The Value of Solar (VOS) Rate

Applicable to any customer receiving City electric service that owns an on-site distributed generation (DG) system powered by solar which is interconnected with the City's electric system and does not otherwise have a purchase power agreement with the City.

MONTHLY RATE

(1) **Value of Solar Rate** **$0.0500 per kWh**

VALUE OF SOLAR CALCULATION

VOS Credit = (all kWh delivered from customer DG to DME) * (VOS Rate)

The Value of Solar credit will be applied monthly based on all kWh delivered from Customer to City's electric system during the billing period regardless of customer usage during that month.

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

The Customer operating the renewable distributed generation system indemnifies the City and holds the City harmless for all damages and injuries to the City, the Customer, or others arising out of Customer's use, ownership or operation of Customer's distributed generation facilities in parallel with the City's system. Customer is solely responsible for providing adequate protection for operating in parallel with the City's system in such a manner that faults or other disturbances on the City's system do not cause damage to the Customer's distributed generation equipment.

SCHEDULE SFR

SPECIAL FACILITIES RIDER
(Effective 10~~07~~/15~~01~~/25)

(1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.

(2) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or their designee. If a contract under this subsection is not approved by the City Manager, or their designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE
(Effective 1007/1501/25)

APPLICATION

This Rate is available to a licensee ("Licensee" or "licensee") who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City or its contractor shall be executed on a separate form, but will reference, the following rate schedule:

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

$$\text{Space Factor} = \frac{[(\text{Space Occupied}) + (2/3 \times (\text{Unusable Space} \div \text{No. of Attaching Entities}))]}{(\text{Pole Height})}$$

Cost:

in Service Areas where the number of Attaching Entities is 5 = 0.66 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 4 = 0.56 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 3 = 0.44 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 2 = 0.31 x (Net Cost of Bare Pole) x Carrying Charge Rate

NET ANNUAL RATE

(1) Annual Pole Attachment ("APA") Distribution

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$19.86	$19.78	$19.83	$19.59

plus;

(2) APA Transmission

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$410.93	$403.94	$399.99	$390.72

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	$1,000 per attachment per pole
(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

APPLICATION AND MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to any application fees, analysis, make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City or its Contractor will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs. These fees will be as set forth in the contract agreement with the third-party contractor who provides such services, if applicable.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE BIF

BANNER INSTALL FEE
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	$100.00 per banner
Pole One Time Banner Install	$15.00 per banner
Pole Seasonal Banner Install	$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS
(Effective 1007/1501/25)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Facility Charge	$18.09 per node
plus;			
	(2)	Usage Charge	$0.0674 per kWh
plus;			
	(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;			
	(4)	Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = All kWh per device × Rate per kWh

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = Annual kWh per device × Rate per kWh

Annual Usage = 2,000 kWh per device per account (or calculated consumption based on technical information provided by licensee)

MISCELLANEOUS

	(1)	Unauthorized Attachment Penalty	$1,000 per attachment
	(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE
(Effective 10~~07~~/15~~01~~/25)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0406 per minute

USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

SCHEDULE WTS

WHOLESALE TRANSMISSION SERVICE
(Effective 1007/1501/202425)

AVAILABILITY

To Eligible Transmission Service Customers for Wholesale Transmission Service through the Denton Municipal Electric Utility transmission system, at all points where transmission facilities of adequate capacity and suitable voltage are available to provide service, in accordance with Public Utility Commission of Texas (PUC or Commission) 16 Texas Administrative Code (TAC) §§ 25.191-.203.

APPLICABILITY

Applicable only to wholesale transactions involving the wholesale purchase of electric power and energy. This tariff for Wholesale Transmission Service is applicable to Transmission Service using any transmission facilities owned by the Denton Municipal Electric Utility in accordance with 16 TAC §§ 25.191-.203.

TYPE OF SERVICE

Three phase, 60 hertz alternating current, delivered onto, or received from Denton Municipal Electric Utility's transmission system at 60,000 volts or greater and on transmission facilities that have been prepared and made available for this service.

TRANSMISSION SERVICE REQUIREMENTS

As a condition to obtaining Wholesale Transmission Service, the Transmission Service Customer shall execute an Interconnection Agreement with each Transmission Provider, in accordance with 16 TAC § 25.198, and the Transmission Service Customer shall meet all Electric Reliability Council of Texas (ERCOT) requirements as specified in the ERCOT Protocols and Operating Guides.

CONDITIONS PRECEDENT FOR RECEIVING SERVICE

Subject to the terms and conditions hereof and of 16 TAC § 25.198, the Denton Municipal Electric Utility will provide wholesale Transmission Service to any Eligible Transmission Service Customer, provided that:
(A) the eligible Transmission Service Customer has completed an Application for Transmission Service, as provided under 16 TAC § 25.198;
(B) the eligible Transmission Service Customer and Denton Municipal Electric Utility, or a third party, have completed installation of all equipment specified under the Interconnection Agreement, consistent with NERC and ERCOT guidelines as set forth in 16 TAC § 25.198;

€ the eligible Transmission Service Customer has executed an Interconnection Agreement for service under this tariff or, if necessary, requested in writing that Denton Municipal Electric Utility file a proposed unexecuted agreement with the Commission;
(D) the eligible Transmission Service Customer has arranged for Ancillary Services necessary for the transactio€(E) each wholesale load for which Transmission Service is requested maintains a power factor of 95% or greater at each point of interconnection;
(F) the Transmission Service Customer has constructed, maintains and operates the facilities on its side of each point of interconnection that are necessary to reliably interconnect and deliver power from a resource to Denton Municipal Electric Utility's transmission system and from Denton Municipal Electric Utility's transmission system to the Transmission Service Customer's loads;
(G) to the extent the Transmission Service requires the addition of facilities or upgrades to the transmission system, such facilities have been placed in service.

APPLICATION PROCEDURES

The Denton Municipal Electric Utility and the Transmission Service Customer shall comply with the application procedures for Transmission Services set forth in 16 TAC § 25.198, which shall govern such procedures.

CONSTRUCTION OF NEW FACILITIES

Construction of new facilities needed to accommodate a request for Planned Transmission Service shall be in accordance with the procedures set forth in 16 TAC § 25.198. Upon receipt of a request for Transmission Service, the Denton Municipal Electric Utility shall, if necessary, perform a System Security Study in accordance with 16 TAC § 25.198. Based on the results of the System Security Study, the Denton Municipal Electric Utility also may perform a Facilities Study, in accordance with 16 TAC § 25.198. An executed Facilities Study agreement with the Transmission Service Customer is required prior to the Denton Municipal Electric Utility performing a Facilities Study. In the event that existing facilities are inadequate to support the requested Transmission Service, Denton Municipal Electric Utility may require the Transmission Service Customer to provide a contribution in aid of construction attributable to directly assigned facilities.

LOAD SHEDDING AND CURTAILMENT

Transmission Service hereunder shall be subject to, and the Denton Municipal Electric Utility and the Transmission Service Customer will comply with, the load shedding and curtailment procedures established under 16 TAC § 25.200. Any interruption shall be based on operational factors and shall not accord a higher priority to the Denton Municipal Electric Utility's retail and wholesale customers than to its customers taking Transmission Service. Service to all customers shall be restored as quickly as possible.

PRICING FOR TRANSMISSION SERVICE WITHIN ERCOT

Charges for Transmission Service hereunder shall be in accordance with Texas Utilities Code § 35.004(d). For Transmission Service a Transmission Service Customer shall incur both an access charge, as set forth below, and loss compensation charges.

Annual Postage Stamp Charge (access charge) $0.333063 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Monthly Postage Stamp Charge (access charge) $0.027755 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Charges for each calendar year shall be adjusted pursuant to the schedule in the PUC's Order approving the transmission charges for that year.

PRICING FOR TRANSMISSION SERVICE FOR EXPORTS FROM ERCOT

Charges for Transmission Service for exports from ERCOT shall be in accordance with Texas Utilities Code § 35.004(d) and 16 TAC § 25.192. Transmission Service Customers exporting power from ERCOT will be assessed transmission service charges based on the amount of power actually exported and the duration of the transaction. Charges for Transmission Service for exports from ERCOT shall be determined in accordance with 16 TAC § 25.192(e) and shall be calculated using the charges set forth below:

Service Type	**Access Rate per kW of peak demand**
Hourly Rate	**$0.000038**

LOSSES

Losses shall be calculated by the Independent System Operator (ISO) in accordance with the method approved by the 16 TAC § 25.192.

RESALE OF TRANSMISSION RIGHTS

With advance written notice to the Denton Municipal Electric Utility and subject to a reasonable credit review, a Transmission Service Customer may resell any and all Transmission Service rights contracted for by the Transmission Service Customer to other wholesale market participants pursuant to 16 TAC § 25.191. The
Transmission Service Customer shall inform the Denton Municipal Electric Utility and obtain ISO approval for any resale of Transmission Service rights.

RELIABILITY GUIDELINES

To maintain reliability of the ERCOT transmission grid, Denton Municipal Electric Utility shall operate its transmission system in accordance with ERCOT Protocols, ERCOT Operating

Guides, NERC guidelines, and any other guidelines of the ISO that may apply to Denton Municipal Electric Utility' transmission system.
The Denton Municipal Electric Utility reserves the right, consistent with good utility practice and on a non-discriminatory basis, to interrupt Transmission Service without liability on the Denton Municipal Electric Utility's part for the purpose of making necessary adjustments to, changes in, or repairs to its lines, substations and other facilities, or where the continuance of Transmission Service would endanger persons or property. In the event of any adverse condition or disturbance on Denton Municipal Electric Utility's system or any other system directly or indirectly interconnected with Denton Municipal Electric Utility's system, Denton Municipal Electric Utility, consistent with Good Utility Practice, also may interrupt Transmission Service on a non-discriminatory basis in order to limit the extent or damage of the adverse condition or disturbance, to prevent damage to generating or transmission facilities, or to expedite restoration of service. The Denton Municipal Electric Utility will give the Transmission Service Customer as much advance notice as is practicable in the event of such interruption and shall restore service with due diligence.
The Transmission Service Customer's failure to respond to established emergency load shedding and curtailment procedures to relieve emergencies on Denton Municipal Electric Utility' transmission system may result in the Transmission Service Customer being deemed by Denton Municipal Electric Utility to be in default and may result in the termination of Transmission Service.

PAYMENT

Any charges due to Denton Municipal Electric Utility under this rate schedule shall be billed in accordance with 16 TAC § 25.202. Customers shall make payment to Denton Municipal Electric Utility in a manner consistent with the procedures and deadlines set forth in 16 TAC § 25.202. Any late payments by customers or customer defaults shall be handled in accordance with 16 TAC § 25.202.

CONTRACT TERM

Planned Transmission Service is available for annual service, monthly service in multiples of one-month, weekly service, and daily service. Unplanned Transmission Service is available for periods of not less than one hour or more than 30 days.

AGREEMENT

An agreement for Transmission Service containing terms and provisions consistent with 16 TAC §§ 25.191-.203 is required prior to commencement of such service. Such agreement will require approval of the City Council of Denton.

DEFINITIONS

Capitalized terms shall have the meanings set forth in 16 TAC §§ 25.5 and 25.191 .203.

AMENDMENTS TO RULES

In the event 16 TAC §§ 25.191-.203 are amended or if a new rule is adopted governing the subject matter of this tariff, this tariff shall, nevertheless, remain effective until the new tariff(s) filed pursuant to any such amendment(s) or such new rules are approved, unless the amendment(s) or new rules or an agreement of the parties provide otherwise.

PUBLIC UTILITIES COMMISSION OF TEXAS TARIFF

This Schedule WTS is subject to change. The most up to date WTS tariff rate is filed with the Public Utilities Commission of Texas

SECTION 2. The City Manager is hereby authorized to expend funds to authorize credits to Customers on their electric service bills and further to authorize cash incentives in accordance with the form and type set forth in Schedule GIP, as the installation of energy efficient upgrades is in the best interest of the City, as such will reduce energy demand and consumption, reduce the peak load of the City's electric system, reduce emissions in the state, and promote energy conservation, which are all public purposes of the City.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The rates herein adopted shall become effective, charged, and applied to all electric services rendered by the City, and all energy usage by Customers of the City effective with the first billing issued on and after October 15~~July 1~~, 2025; and a copy of said rates shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____, seconded by _____, and was passed and approved by the following vote [_____ - _____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
~~Paul Meltzer~~Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX~~LAUREN THODEN~~, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; AMENDING THE LARGE LOAD ENERGY COST ADJUSTMENT; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING EFFECTIVE DATES FOR THIS ORDINANCE AND THE SCHEDULE OF RATES. .

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Schedule of Rates for electrical services as provided for in Chapter 26 of the City of Denton Code of Ordinances, is as follows:

ELECTRIC RATE SCHEDULES

		PAGE
RES	Residential Service	2
GS	General Service Small	4
GM	General Service Medium	6
GL	General Service Large	8
TG	General Service Time Of Use	10
GOS	Local Government Service Small	12
GOM	Local Government Service Medium	14
GOL	Local Government Service Large	16
T1	Temporary Service	18
AF	Athletic Field	20
LS	Street Lighting	22
LT	Traffic Lighting	23
UFL	Unmetered School Zone/Crossing Flashers	24
USC	Unmetered Security Camera	25
UWF	Unmetered Wi-Fi Devices	26
LO	Other Lighting	27
DD	Security Lighting	28
DSL	Non-Standard Street Lighting	30
EGR	Economic Growth Rider	32
GIP	GreenSense Incentive Program	34
ECA	Energy Cost Adjustment	35
ECA LL	Energy Cost Adjustment for Large Loads	36
TCRF	Transmission Cost Recovery Factor	37
DGR	Distributed Generation From Renewable Sources Rider	39
SFR	Special Facilities Rider	41
PAF	Pole Attachment Fee	42
BIF	Banner Install Fee	44
WNA	Wireless Node Attachments	45
EVCR	Electric Vehicle Charging Rate	47
WTS	Wholesale Transmission Service	48

RESIDENTIAL ELECTRIC SERVICE
(Effective 10/15/25)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase Service (**R2**)	$ 8.80
	Three-Phase Service (**R2**)	$17.59
	Prepaid Service (**P2**)	$16.26

plus;

(2)	**Usage Charge**	**Per kWh**
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	$0.0694
	Tier 2: Additional kWh	$0.0462
	Summer (Billing months of May through October):	
	Tier 1: All kWh	$0.0694

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

Summer (Billing months of May through October):

Usage Charge = All kWh × Tier 1 Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GS

GENERAL SERVICE SMALL
(Effective 10/15/25)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

(2)	**Usage Charge**	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0865
	Tier 2: Additional kWh	$0.0453

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GM

GENERAL SERVICE MEDIUM
(Effective 10/15/25)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GM2**)

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GM3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Single-Phase	$16.85
		Three-Phase	$22.50

plus;

(2)	**Demand Charge**		**Per kW**
		All kW	$4.85

plus;

(3)	**Usage Charge**		**Per kWh**
	GM	Tier 1: First 6,000 kWh	$0.0531
		Tier 2: Additional kWh	$0.0438
	GM2	Tier 1: First 6,000 kWh	$0.0521
		Tier 2: Additional kWh	$0.0428
	GM3	Tier 1: First 6,000 kWh	$0.0500
		Tier 2: Additional kWh	$0.0408

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GL

GENERAL SERVICE LARGE
(Effective 10/15/25)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GL2**)

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GL3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Three-Phase	$70.10

plus;

(2)	**Demand Charge**		**Per kVA**
		All kVA	$10.96

plus;

(3)	**Usage Charge**		**Per kWh**
	GL	Tier 1: First 200,000 kWh	$0.0249
		Tier 2: Additional kWh	$0.0142
	GL2	Tier 1: First 200,000 kWh	$0.0239
		Tier 2: Additional kWh	$0.0132
	GL3	Tier 1: First 200,000 kWh	$0.0218
		Tier 2: Additional kWh	$0.0112

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE TG

GENERAL SERVICE TIME OF USE
(Effective 10/15/25)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**TG2**)

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**TG3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$81.75

plus;

(2)	**Demand Charge**	**Per kVA**
	On-Peak	$13.97
	Off-Peak	$ 2.76

plus;

(3)	**Usage Charge**	**Per kWh**
	TG All kWh	$0.0083
	TG2 All kWh	$0.0073
	TG3 All kWh	$0.0053

plus;

(5)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(6) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING
For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS
The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND
On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES
All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT
Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL
(Effective 10/15/25)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

Facility Charge		**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

(2) **Usage Charge**		**Per kWh**
	Tier 1: First 2,500 kWh	$0.0865
	Tier 2: Additional kWh	$0.0453

plus;

(3) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(4) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM
(Effective 10/15/25)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.85
	Three-Phase	$22.50

plus;

(2)	**Demand Charge**	**Per kW**
	All kW	$4.85

plus;

(3)	**Usage Charge**	**Per kWh**
	Tier 1: First 6,000 kWh	$0.0531
	Tier 2: Additional kWh	$0.0438

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 kWh × Rate per kWh
kWh in Tier 2 kWh x Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE
(Effective 10/15/25)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GO2**)

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GO3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$70.10

plus;

(2)	**Demand Charge**	**Per kVA**
	All kVA	$10.96

plus;

(3)	**Usage Charge**		**Per kWh**
	GOL	Tier 1: First 200,000 kWh	$0.0249
		Tier 2: Additional kWh	$0.0142
	GO2	Tier 1: First 200,000 kWh	$0.0239
		Tier 2: Additional kWh	$0.0132
	GO3	Tier 1: First 200,000 kWh	$0.0218
		Tier 2: Additional kWh	$0.0112

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE T1

TEMPORARY SERVICE
(Effective 10/15/25)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$16.86
	Three-Phase	$22.52

plus;

(2)	**Usage Charge**	**Per kWh**
	All kWh	$0.0867

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE AF

ATHLETIC FIELD
(Effective 10/15/25)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$23.09
	Three-Phase	$34.62

plus;

(2)	**Demand Charge**	**Per kW**
	On-Peak	$6.15
	Off-Peak	$1.46

plus:

(3)	**Usage Charge**	**Per kWh**
	On-Peak	$0.0992
	Off-Peak	$0.0496

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = On-Peak kWh × Rate per kWh
Off Peak kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer’s service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LS

STREET LIGHTING
(Effective 10/15/25)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Style Type	
	100 W Sodium Cobra (LSA)	$6.17
	250 W Sodium Cobra (LSB)	$8.75
	400 W Sodium Cobra (LSC)	$11.02
	100 W LED Cobra (LSD)	$6.17
	250 W LED Cobra (LSE)	$8.75
	400 W LED Cobra (LSF)	$11.02
	85 W LED Post (LSG)	$11.02

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

TRAFFIC LIGHTING
(Effective 10/15/25)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

(1)	Usage Charge	$0.0674 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

(1)	Usage Charge	$0.0674 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS
(Effective 10/15/25)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0674per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh × Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE USC

UNMETERED SECURITY CAMERA
(Effective 10/15/25)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

(1)	Facility Charge	$18.09 per bill
plus;		
(2)	Usage Charge	$0.0674 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(1)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UWF

UNMETERED WI-FI DEVICES
(Effective 10/15/25)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

(1)	Facility Charge	$18.09 per bill
plus;		
(2)	Usage Charge	$0.0674 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LO

OTHER LIGHTING
(Effective 10/15/25)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

(1)	Usage Charge	$0.0674 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.
Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

(1)	Usage Charge	$0.0674 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)
Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.
Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours
Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DD

SECURITY LIGHTING
(Effective 10/15/25)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Type	
	100 W Sodium Vapor (DSA)	$ 9.75
	250 W Sodium Vapor (DSB)	$12.90
	400 W Sodium Vapor (DSC)	$15.55
	250 W Metal Halide (DHA)	$15.17
	400 W Metal Halide (DHB)	$18.09
	100 W Equivalent LED (DSD)	$ 9.75
	250 W Equivalent LED (DSE)	$12.90
	400 W Equivalent LED (DSF)	$15.55

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DSL

NON-STANDARD STREET LIGHTING
(Effective 10/15/25)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

(1)	Facility Charge	$ 9.32 per bill

plus;

(2)	Usage Charge	$0.0674per kWh

plus;

(3)	Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor Regular time or overtime labor hourly rates in effect at the time the work is

	performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EGR

ECONOMIC GROWTH RIDER
(Effective 10/15/25)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

(1) Receive service from Rate Schedules GSL or TGS; and

(2) Pay City ad valorem tax; and

(3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

(1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.

(2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

Time Period	Reduction to Billing Demand
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM
(Effective 10/15/25)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program ("Program") is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City's electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives that may be distributed in the form of credits on the electric service bills or cash incentives to City retail customers.

Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

SCHEDULE ECA

ENERGY COST ADJUSTMENT
(Effective 10/15/25)

The Energy Cost Adjustment (ECA) Rate shall be set to recover the net cost of energy delivered to Customers that are not Large Load Customers and to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE

(1) **Energy Cost Adjustment Charge** **$0.0462 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA Account Balance) – (Projected Net Energy Cost)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT plus all projected electric utility power/energy related costs for that same period including, but not limited to, power production (excluding the Denton Energy Center debt); purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION

ECA = [(Projected Net Energy Cost) + (ECA Balancing Account)] / (Projected kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge = kWh × ECA Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA Balancing Account monthly. In the event that the ECA Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be over or under collected by $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA to maintain the City's electric utility in a financially sound position. Any change to the ECA will be placed on the City Council's consent agenda.

SCHEDULE ECA LL

ENERGY COST ADJUSTMENT FOR LARGE LOADS
(Effective 10/15/25)

The Energy Cost Adjustment (ECA) for Large Loads (LL) Rate shall be set to recover the net cost of energy delivered to Large Load Customers and to maintain the City's electric utility in a financially sound position. This rate applies to all Large Load customers regardless of their actual monthly usage. Large Load Customers are defined as customers whose planned or actual single point of delivery meets or exceeds 20MW.

NET MONTHLY RATE

(1) **Energy Cost Adjustment for Large Load Charge** **$0.0577 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA LL Account Balance) – (Projected Net Energy Cost for Large Load)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT to feed Large Loads plus all projected Large Load related electric utility power/energy related costs for that same period including, but not limited to, purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for Large Load related power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION
ECA LL = [(Projected Large Load Net Energy Cost) + (ECA LL Balancing Account)] / (Projected Large Load kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Large Load Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge for Large Load = kWh × ECA LL Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA LL Balancing Account monthly. In the event that the ECA LL Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be below $0 to $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA LL to maintain the City's electric utility in a financially sound position. Any change to the ECA LL will be placed on the City Council's consent agenda.

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR
(Effective 10/15/25)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set to recover the costs of transmission service paid by DME to other transmission owners within the boundaries of the Electric Reliability Council of Texas ("ERCOT") region. The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below. The TCRF Rate charges are pass-through charges to customers in order to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE	$0.0176 Per kWh
Residential	
General Service Small	
Local Government Service Small	
Temporary Service	
Athletic Field	
Traffic Lighting	
Unmetered Traffic Lighting	
Unmetered School Zone/Crossing	
Unmetered Security Camera	
Unmetered Wi-Fi Devices	

NET MONTHLY RATE	$5.02 Per kW
General Service Medium	
Local Government Service Medium	

NET MONTHLY RATE	$6.95 Per kVA
General Service Large	
Local Government Service Large	
General Service Time Of Use	

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION
The TCRF shall be calculated using the following formula:

> TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases pursuant to PUCT-approved TCOS billing amount charges to ERCOT utilities) + (applicable Franchise Fees and required ROI)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City's electric utility or their designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW or kVA for billing schedules with a demand component. The cumulative forecasted TCRF revenues from all rate classes shall fully recover the TCRF Annual Billing. The General Manager or their designee may recommend to the PUB and City Council a revision to the

TCRF to maintain the City's electric utility in a financially sound position. Any change to the TCRF will be placed on the City Council's consent agenda.

> TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER
(Effective 10/15/25)

APPLICATION

This Rider is available to retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider. This Rider is subject to change at any time.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe installation and operation of the Customer's equipment with the City's electric system. The

Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's generation delivered to the City.

The Value of Solar (VOS) Rate

Applicable to any customer receiving City electric service that owns an on-site distributed generation (DG) system powered by solar which is interconnected with the City's electric system and does not otherwise have a purchase power agreement with the City.

MONTHLY RATE

(1) **Value of Solar Rate** **$0.0500 per kWh**

VALUE OF SOLAR CALCULATION

VOS Credit = (all kWh delivered from customer DG to DME) * (VOS Rate)

The Value of Solar credit will be applied monthly based on all kWh delivered from Customer to City's electric system during the billing period regardless of customer usage during that month.

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

The Customer operating the renewable distributed generation system indemnifies the City and holds the City harmless for all damages and injuries to the City, the Customer, or others arising out of Customer's use, ownership or operation of Customer's distributed generation facilities in parallel with the City's system. Customer is solely responsible for providing adequate protection for operating in parallel with the City's system in such a manner that faults or other disturbances on the City's system do not cause damage to the Customer's distributed generation equipment.

SCHEDULE SFR

SPECIAL FACILITIES RIDER
(Effective 10/15/25)

(1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.

(2) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or their designee. If a contract under this subsection is not approved by the City Manager, or their designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE
(Effective 10/15/25)

APPLICATION

This Rate is available to a licensee ("Licensee" or "licensee") who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City or its contractor shall be executed on a separate form, but will reference, the following rate schedule:

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

$$\text{Space Factor} = \frac{[(\text{Space Occupied}) + (2/3 \times (\text{Unusable Space} \div \text{No. of Attaching Entities}))]}{(\text{Pole Height})}$$

Cost:

in Service Areas where the number of Attaching Entities is 5 = 0.66 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 4 = 0.56 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 3 = 0.44 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 2 = 0.31 x (Net Cost of Bare Pole) x Carrying Charge Rate

NET ANNUAL RATE

(1) Annual Pole Attachment ("APA") Distribution

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$19.86	$19.78	$19.83	$19.59

plus;

(2) APA Transmission

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$410.93	$403.94	$399.99	$390.72

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	$1,000 per attachment per pole
(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

APPLICATION AND MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to any application fees, analysis, make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City or its Contractor will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs. These fees will be as set forth in the contract agreement with the third-party contractor who provides such services, if applicable.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE BIF

BANNER INSTALL FEE
(Effective 10/15/25)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	$100.00 per banner
Pole One Time Banner Install	$15.00 per banner
Pole Seasonal Banner Install	$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS
(Effective 10/15/25)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Facility Charge	$18.09 per node
plus;			
	(2)	Usage Charge	$0.0674 per kWh
plus;			
	(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;			
	(4)	Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = All kWh per device × Rate per kWh

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = Annual kWh per device × Rate per kWh

Annual Usage = 2,000 kWh per device per account (or calculated consumption based on technical information provided by licensee)

MISCELLANEOUS

	(1)	Unauthorized Attachment Penalty	$1,000 per attachment
	(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE
(Effective 10/15/25)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0406 per minute

USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

SCHEDULE WTS

WHOLESALE TRANSMISSION SERVICE
(Effective 10/15/25)

AVAILABILITY

To Eligible Transmission Service Customers for Wholesale Transmission Service through the Denton Municipal Electric Utility transmission system, at all points where transmission facilities of adequate capacity and suitable voltage are available to provide service, in accordance with Public Utility Commission of Texas (PUC or Commission) 16 Texas Administrative Code (TAC) §§ 25.191-.203.

APPLICABILITY

Applicable only to wholesale transactions involving the wholesale purchase of electric power and energy. This tariff for Wholesale Transmission Service is applicable to Transmission Service using any transmission facilities owned by the Denton Municipal Electric Utility in accordance with 16 TAC §§ 25.191-.203.

TYPE OF SERVICE

Three phase, 60 hertz alternating current, delivered onto, or received from Denton Municipal Electric Utility's transmission system at 60,000 volts or greater and on transmission facilities that have been prepared and made available for this service.

TRANSMISSION SERVICE REQUIREMENTS

As a condition to obtaining Wholesale Transmission Service, the Transmission Service Customer shall execute an Interconnection Agreement with each Transmission Provider, in accordance with 16 TAC § 25.198, and the Transmission Service Customer shall meet all Electric Reliability Council of Texas (ERCOT) requirements as specified in the ERCOT Protocols and Operating Guides.

CONDITIONS PRECEDENT FOR RECEIVING SERVICE

Subject to the terms and conditions hereof and of 16 TAC § 25.198, the Denton Municipal Electric Utility will provide wholesale Transmission Service to any Eligible Transmission Service Customer, provided that:
(A) the eligible Transmission Service Customer has completed an Application for Transmission Service, as provided under 16 TAC § 25.198;
(B) the eligible Transmission Service Customer and Denton Municipal Electric Utility, or a third party, have completed installation of all equipment specified under the Interconnection Agreement, consistent with NERC and ERCOT guidelines as set forth in 16 TAC § 25.198;

€ the eligible Transmission Service Customer has executed an Interconnection Agreement for service under this tariff or, if necessary, requested in writing that Denton Municipal Electric Utility file a proposed unexecuted agreement with the Commission;
(D) the eligible Transmission Service Customer has arranged for Ancillary Services necessary for the transactio€(E) each wholesale load for which Transmission Service is requested maintains a power factor of 95% or greater at each point of interconnection;
(F) the Transmission Service Customer has constructed, maintains and operates the facilities on its side of each point of interconnection that are necessary to reliably interconnect and deliver power from a resource to Denton Municipal Electric Utility's transmission system and from Denton Municipal Electric Utility's transmission system to the Transmission Service Customer's loads;
(G) to the extent the Transmission Service requires the addition of facilities or upgrades to the transmission system, such facilities have been placed in service.

APPLICATION PROCEDURES

The Denton Municipal Electric Utility and the Transmission Service Customer shall comply with the application procedures for Transmission Services set forth in 16 TAC § 25.198, which shall govern such procedures.

CONSTRUCTION OF NEW FACILITIES

Construction of new facilities needed to accommodate a request for Planned Transmission Service shall be in accordance with the procedures set forth in 16 TAC § 25.198. Upon receipt of a request for Transmission Service, the Denton Municipal Electric Utility shall, if necessary, perform a System Security Study in accordance with 16 TAC § 25.198. Based on the results of the System Security Study, the Denton Municipal Electric Utility also may perform a Facilities Study, in accordance with 16 TAC § 25.198. An executed Facilities Study agreement with the Transmission Service Customer is required prior to the Denton Municipal Electric Utility performing a Facilities Study. In the event that existing facilities are inadequate to support the requested Transmission Service, Denton Municipal Electric Utility may require the Transmission Service Customer to provide a contribution in aid of construction attributable to directly assigned facilities.

LOAD SHEDDING AND CURTAILMENT

Transmission Service hereunder shall be subject to, and the Denton Municipal Electric Utility and the Transmission Service Customer will comply with, the load shedding and curtailment procedures established under 16 TAC § 25.200. Any interruption shall be based on operational factors and shall not accord a higher priority to the Denton Municipal Electric Utility's retail and wholesale customers than to its customers taking Transmission Service. Service to all customers shall be restored as quickly as possible.

PRICING FOR TRANSMISSION SERVICE WITHIN ERCOT

Charges for Transmission Service hereunder shall be in accordance with Texas Utilities Code § 35.004(d). For Transmission Service a Transmission Service Customer shall incur both an access charge, as set forth below, and loss compensation charges.

Annual Postage Stamp Charge (access charge) $0.333063 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Monthly Postage Stamp Charge (access charge) $0.027755 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Charges for each calendar year shall be adjusted pursuant to the schedule in the PUC's Order approving the transmission charges for that year.

PRICING FOR TRANSMISSION SERVICE FOR EXPORTS FROM ERCOT

Charges for Transmission Service for exports from ERCOT shall be in accordance with Texas Utilities Code § 35.004(d) and 16 TAC § 25.192. Transmission Service Customers exporting power from ERCOT will be assessed transmission service charges based on the amount of power actually exported and the duration of the transaction. Charges for Transmission Service for exports from ERCOT shall be determined in accordance with 16 TAC § 25.192(e) and shall be calculated using the charges set forth below:

Service Type	**Access Rate per kW of peak demand**
Hourly Rate	**$0.000038**

LOSSES

Losses shall be calculated by the Independent System Operator (ISO) in accordance with the method approved by the 16 TAC § 25.192.

RESALE OF TRANSMISSION RIGHTS

With advance written notice to the Denton Municipal Electric Utility and subject to a reasonable credit review, a Transmission Service Customer may resell any and all Transmission Service rights contracted for by the Transmission Service Customer to other wholesale market participants pursuant to 16 TAC § 25.191. The
Transmission Service Customer shall inform the Denton Municipal Electric Utility and obtain ISO approval for any resale of Transmission Service rights.

RELIABILITY GUIDELINES

To maintain reliability of the ERCOT transmission grid, Denton Municipal Electric Utility shall operate its transmission system in accordance with ERCOT Protocols, ERCOT Operating

Guides, NERC guidelines, and any other guidelines of the ISO that may apply to Denton Municipal Electric Utility' transmission system.
The Denton Municipal Electric Utility reserves the right, consistent with good utility practice and on a non-discriminatory basis, to interrupt Transmission Service without liability on the Denton Municipal Electric Utility's part for the purpose of making necessary adjustments to, changes in, or repairs to its lines, substations and other facilities, or where the continuance of Transmission Service would endanger persons or property. In the event of any adverse condition or disturbance on Denton Municipal Electric Utility's system or any other system directly or indirectly interconnected with Denton Municipal Electric Utility's system, Denton Municipal Electric Utility, consistent with Good Utility Practice, also may interrupt Transmission Service on a non-discriminatory basis in order to limit the extent or damage of the adverse condition or disturbance, to prevent damage to generating or transmission facilities, or to expedite restoration of service. The Denton Municipal Electric Utility will give the Transmission Service Customer as much advance notice as is practicable in the event of such interruption and shall restore service with due diligence.
The Transmission Service Customer's failure to respond to established emergency load shedding and curtailment procedures to relieve emergencies on Denton Municipal Electric Utility' transmission system may result in the Transmission Service Customer being deemed by Denton Municipal Electric Utility to be in default and may result in the termination of Transmission Service.

PAYMENT

Any charges due to Denton Municipal Electric Utility under this rate schedule shall be billed in accordance with 16 TAC § 25.202. Customers shall make payment to Denton Municipal Electric Utility in a manner consistent with the procedures and deadlines set forth in 16 TAC § 25.202. Any late payments by customers or customer defaults shall be handled in accordance with 16 TAC § 25.202.

CONTRACT TERM

Planned Transmission Service is available for annual service, monthly service in multiples of one-month, weekly service, and daily service. Unplanned Transmission Service is available for periods of not less than one hour or more than 30 days.

AGREEMENT

An agreement for Transmission Service containing terms and provisions consistent with 16 TAC §§ 25.191-.203 is required prior to commencement of such service. Such agreement will require approval of the City Council of Denton.

DEFINITIONS

Capitalized terms shall have the meanings set forth in 16 TAC §§ 25.5 and 25.191 .203.

AMENDMENTS TO RULES

In the event 16 TAC §§ 25.191-.203 are amended or if a new rule is adopted governing the subject matter of this tariff, this tariff shall, nevertheless, remain effective until the new tariff(s) filed pursuant to any such amendment(s) or such new rules are approved, unless the amendment(s) or new rules or an agreement of the parties provide otherwise.

PUBLIC UTILITIES COMMISSION OF TEXAS TARIFF

This Schedule WTS is subject to change. The most up to date WTS tariff rate is filed with the Public Utilities Commission of Texas

SECTION 2. The City Manager is hereby authorized to expend funds to authorize credits to Customers on their electric service bills and further to authorize cash incentives in accordance with the form and type set forth in Schedule GIP, as the installation of energy efficient upgrades is in the best interest of the City, as such will reduce energy demand and consumption, reduce the peak load of the City's electric system, reduce emissions in the state, and promote energy conservation, which are all public purposes of the City.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The rates herein adopted shall become effective, charged, and applied to all electric services rendered by the City, and all energy usage by Customers of the City effective with the first billing issued on and after October 15, 2025; and a copy of said rates shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____, seconded by _____, and was passed and approved by the following vote [_____ - _____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 14, 2025**

SUBJECT
Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a Solid Waste Services Contract to provide solid waste services to the Legends Ranch Municipal Utility District of Denton County; and providing an effective date.

STRATEGIC ALIGNMENT
This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND
A MUD is a special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits. Governed by an elected board, MUDs fund infrastructure and operations through bonds repaid by property taxes and user fees. MUDs are required to seek City consent when the MUD is within the extraterritorial jurisdiction (ETJ) of the City.

In September 2019, staff met with the petitioner for Legends Ranch regarding their development proposal and intention of seeking a MUD. On February 14, 2020, the City received a Petition for Consent from Legends Ranch Development, LLC to create a 496.136 acre MUD in the City's ETJ Division 1 through the TCEQ process identified above. The Petition was considered by the City Council on May 12, 2020, and consent was not granted. Following the Petitioner's inability to obtain consent from the City, staff and the representatives of Legends Ranch MUD met to develop terms that would be acceptable for the City to consider consenting to the Petition. The outcomes of these terms were incorporated into the approved Development Agreement adopted by the City Council on June 28, 2022. Incorporated in the Development Agreement was also the ability to enter into a Fire Services Agreement for the City of Denton to provide fire protection to the District, which became effective on May 12, 2023.

The City most recently amended the Development and Fire Services Agreement on August 20, 2024, to allow for the increase of multifamily units and modify the boundaries of the MUD. This agreement included a requirement for the developer to notify the City of offers for solid waste service and required them to use the City of Denton as the service provider if the City's offer was substantially similar to the offer by the third-party company. The City received that notice from the developer earlier this year and is able to provide a better service to the development than the third-party company, so staff began negotiating a solid waste agreement with the Legends MUD representatives.

Staff has negotiated this agreement with the MUD and includes a requirement for the provision of services similar to Denton residents, including:

- weekly trash, recycling, yard waste, and bulk pickup, commercial trash and recycling services, and other services; and
- fees for service for a $50 setup fee, $3 monthly capital fee, and City Council-approved monthly rates, which would be the out-of-city rate for these customers; and
- a five (5) year initial term with 5-year renewals.

RECOMMENDATION

Staff recommends approval of the ordinance and amendment attached as **Exhibit 2** based on the City having a previous agreement with the intention of providing solid waste service.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

June 28, 2022- City Council approved the Original Developers Agreement.
May 12, 2023- Fire Service Agreement became effective.
August 20, 2024- City Council approved an amendment to the Development Agreement and Fire Services Agreement.
October 22, 2024- City Council approved the Strategic Partnership Agreement with Legends Ranch.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment
Exhibit 3 - Presentation

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLID WASTE SERVICES CONTRACT TO PROVIDE SOLID WASTE SERVICES TO LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Legends Ranch Development, LLC ("Legends") and the City previously entered into a Development Agreement, dated July 18, 2022 relating to the development of the Legends Ranch Municipal Utility District of Denton County (the "MUD"); and

WHEREAS, Legends assigned the Development Agreement to D.R. Horton – Texas, Ltd., a Texas limited partnership and Forestar (USA) Real Estate Group Inc., a Delaware corporation pursuant to an Assignment and Assumption of Development Agreement dated September 12, 2023; and

WHEREAS, the Development Agreement was amended and restated on August 23, 2024, and required the MUD to provide the City with offers it received for solid waste services and if the City provided a substantially similar offer, to select the City as the service provider within the MUD; and

WHEREAS, the City demonstrated its ability to provide a level of service better than the offers received by the MUD; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide solid waste services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, the MUD desires for the City to provide solid waste services to residents and commercial entities within the MUD boundaries; and

WHEREAS, subject to the terms and conditions of the contract attached hereto as Exhibit "A" and incorporated herein (the "Solid Waste Contract") and pursuant to Section 54.203 of the Texas Water Code, the City will have the right to operate as the exclusive and sole provider of solid waste services within the boundaries of the MUD; and

WHEREAS, the City Council of the City of Denton hereby finds that the Solid Waste Contract as provided herein is in the public interest.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this Ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to execute the Solid Waste Contract, attached hereto as Exhibit "A" and incorporated for all purposes, with Legends Ranch Municipal Utility District of Denton County concerning solid waste services.

SECTION 3. Minor adjustments to the attached Solid Waste Contract by the City Manager are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this Ordinance.

SECTION 4. The City's Director of Solid Waste or their designee is hereby authorized to carry out all duties and obligations to be performed by the City under the Solid Waste Contract, unless otherwise reserved in the Solid Waste Contract for City Council approval.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

EXHIBIT “A”

SOLID WASTE CONTRACT

STATE OF TEXAS §
§ **SOLID WASTE SERVICES CONTRACT**
COUNTY OF DENTON §

This Solid Waste Services Contract (this "Contract") is entered into this 14 day of October, 2025 (the "Effective Date") by and between the City of Denton, Texas, a Texas home-rule municipal corporation (the "City") and Legends Ranch Municipal Utility District of Denton County, a political subdivision of the State of Texas, with its principal address at 16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248 (the "MUD"). The City and the MUD may hereinafter be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the City has entered into a Development Agreement with the MUD for provision of certain services including Solid Waste Services, defined herein; and

WHEREAS, the City is the exclusive provider of garbage, recycling, yard waste, bulk, and home chemical collections, recycling, disposal, and diversion services (collectively, the "Solid Waste Services") for resident and commercial customers within its municipal boundaries; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide Solid Waste Services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, pursuant to TEX. ADMIN. CODE § 330.103(a), "Municipal solid waste (MSW) containing putrescibles shall be collected a minimum of once weekly to prevent propagation and attraction of vectors and the creation of public health nuisances. Collection should be made more frequently in circumstances where vector breeding or harborage potential is significant;" and

WHEREAS, the MUD seeks to identify a provider of Solid Waste Services for its residents, and

WHEREAS, the MUD desires for the City to provide Solid Waste Services to residents and commercial entities within the MUD boundaries at a similar level of services enjoyed by City residents and businesses; and

WHEREAS, the MUD therefore desires to grant to City the right to operate as the exclusive and sole provider of Solid Waste Services, subject to the terms of this Contract and pursuant to Section 54.203 of the Texas Water Code; and

WHEREAS, the Parties agree the terms contained in this Contract are fair, reasonable, and mutually beneficial; and

WHEREAS, the Parties agree this Contract creates valid, legal, and binding obligations enforceable against the MUD and the City, subject to applicable insolvency and bankruptcy laws; and

WHEREAS, the Interlocal Cooperation Act, contained in the Texas Government Code Chapter 791 authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, City and MUD individually have the authority to perform as set forth in this Contract and in accordance with Texas Government Code § 791.011(c); and

WHEREAS, the Parties have determined that this Contract is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

1. Recitals Incorporated. The recitals stated above are incorporated in this Contract for all purposes and are found by the Parties to be true and correct.

2. Administration. This Contract shall be administered on behalf of the City by its Director of Solid Waste or the Director of Solid Waste's designee (hereinafter called the "Director"), and on behalf of the MUD by its Board of Directors.

3. Term and Termination. The initial term of this Contract shall be for a five (5) year period, beginning on the Effective Date (the "Initial Term"). After the expiration of the Initial Term, this Contract may be renewed for successive five (5) year periods (each a "Renewal Term") by notification from either Party to the other, in writing, not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the then current Renewal Term, of its intent to renew this Contract. Any such written notice of renewal shall be provided by certified or registered mail, return receipt requested. The City may terminate this Contract, with or without cause, subject to the terms of this Section 3. The City will provide the MUD written notice of termination at least ninety (90) days prior to the termination date. Written notice of termination shall comply with the notice provisions of Section 14 contained herein.

4. Service Area. The Parties agree that the Contract shall apply the area of land within the boundaries of the District, as depicted and described in **Exhibit "A"**, which is attached hereto and incorporated by reference for all purposes.

5. The Provision of Acceptable Solid Waste Services by the City. The Parties agree the City shall be the sole and exclusive provider of Solid Waste Services to the MUD and to residents and commercial entities within the MUD. The City agrees to provide such Solid Waste Services to residents and commercial entities within the MUD at a similar level of service provided to customers within the City's corporate limits, and to accept MUD residents and commercial entities, including multi-family units, as solid waste customers within its existing municipal service area, as outlined in the Code of the City of Denton, Texas, Chapter 24 and its annual Rate Ordinance, each as amended. The Solid Waste Services shall include:

a. Residential Service:
    i. Weekly garbage/trash collection

ii. Weekly recycling collection
iii. Weekly yard waste collection
iv. Weekly bulk collection (up to two (2) items)
v. Access to Home Chemical Collection Program, Drop-off Service only

b. Commercial Service (including service to multi-family developments):
i. Weekly garbage/trash collection
ii. Weekly recycling collection
iii. Weekly yard waste collection
iv. Other commercial services as outlined in the Denton Development Code and Site Plan Criteria Manual.

The MUD will the enforce the exclusivity of this contract under civil law, at the sole discretion of its Board of Directors, and will grant City the ability to sue individuals or businesses who act in conflict with the exclusivity provided by this Contract.

6. Unacceptable Waste.

a. The City will only accept Municipal solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(9), collected from residents and commercial entities within the MUD.

b. Notwithstanding Section 6.a., the City will not accept sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility.

c. The City will not accept Hazardous waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(6), or Industrial solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(7).

d. The City will not accept waste that is not authorized for disposal at the City's landfill pursuant to Permit No. MSW-1590B and/or that would violate any applicable laws or regulations of the United States or the State of Texas.

7. Initial Set-Up Fee; Monthly Rates; Payment; Billing; Conditions of Service. In consideration of the City's performance of Solid Waste Services, the MUD **SHALL** require all residents of the MUD to contract with the City for Solid Waste Services.

a. MUD residents and commercial entities shall directly contact the City of Denton Customer Service Department to establish either residential or commercial solid waste accounts. MUD customers will pay a one-time fee of fifty dollars ($50.00) for residential customers and five hundred ($500.00) for commercial customers each time a new account is created. MUD customers will also pay (1) a three dollar ($3.00) per month fee for capital expenses and (2) a monthly service fee for services outside of the City limits, as delineated and annually adjusted in the City's rate ordinance (the "Service Fee"). The Service Fee is subject to increase by the Denton City Council.

b. Customers within the MUD shall make payments to the City in a manner consistent with the City's utility account terms and conditions and the City's rate ordinance currently in effect. The City shall bill customers within the MUD on a monthly basis in conjunction with the City's bills for retail water and wastewater, in a manner consistent with the City's billing of customers within its corporate limits.

c. Service to the MUD and all customers within the MUD is conditioned on their compliance with the service terms, conditions, and related regulations stated in the Code of the City of Denton Texas, the Denton Development Code, the City of Denton Design Criteria Manual, and the City's Standard Specifications, each as amended.

8. Ownership of Waste. Title to acceptable waste, garbage, refuse, recyclable material, and dead animals shall pass to the City when placed in the City's collection vehicle. Title to waste that is unacceptable under Section 6 of this Contract shall not pass to the City and shall remain with the generator.

9. Notifications to Residents. The City shall provide notice to all residents within the MUD of any service alerts, including, but not limited to, holiday service schedule changes or route changes, in the same manner in which the City provides such notices to customers within its corporate limits.

10. Force Majeure. In no event shall the City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; pandemics; work stoppages; accidents, acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God; or interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services. The City shall use reasonable efforts that are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

11. Assignability. Neither Party may sell, assign, transfer, or convey this Contract, in whole or in part.

12. Amendments. This contract may not be amended or modified in any way without the written consent and agreement of both Parties.

13. Indemnity. **TO THE EXTENT ALLOWED BY LAW, THE MUD AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, FINES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, VIOLATIONS OF STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE MUD'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE MUD, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY**

PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE NEGLIGENCE, WRONGFUL ACT, OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE MUD AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.

14. Notice. Unless otherwise specified all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and mailed to the addresses appearing below, but each party may change its address by providing ten (10)-days' advance written notice in accordance with this Section. Mailed notices shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices mailed by other means shall be deemed delivered upon receipt by the addressee.

If intended for the City, to:
Director of Solid Waste
City of Denton
Solid Waste and Recycling Department
1527 S. Mayhill Rd.
Denton, TX 76208

If intended for the MUD, to:
Legends Ranch Municipal Utility District of Denton County
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Attn: Mindy L. Koehne

15. Venue. The obligations of the Parties to this Contract shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Denton County, Texas.

16. Severability. In the event that any provision or portion of this Contract shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity or unenforceability of any provision or portion of this Contract shall not affect in anyway the legality, validity or enforceability of any other provision or portion of this Contract.

17. Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

18. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. The Parties agree that they have equally participated in the drafting of this Contract with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

19. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

20. Entire Contract; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both Parties.

21. Default. No Party shall be in default under this Contract until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time shall be determined by the Party alleging default based on the nature of the alleged failure, but in no event shall be no more than thirty (30) days after receipt by the defaulting Party of the notice of alleged default). Notwithstanding the foregoing, no Party shall be in default under this Contract if, within the applicable cure period, the Party to whom notice of default was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured, and within such cure period, provides written notice to the non-defaulting Party of the details of why such cure will take longer than thirty (30) days and a statement of how many days are needed to cure.

22. Remedies; Immunity.

a. Each Party's right in the future to demand strict compliance and performance under this Contract is not diminished because, whether through decision or oversight, that Party has not enforced this Contract, or a provision of this Contract, or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Contract is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Contract or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the

extent a right or benefit in this Contract is expressly waived by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express waiver and will not be implied to be continuing in nature.

b. If a Party is found to be in default, after the applicable cure period has elapsed, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Contract, seek any relief available at law or in equity, including, but not limited to, actions for specific performance or termination of this Contract.

c. Neither City or the MUD waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Contract.

23. Current Revenues. The Parties will make all payments due under this Contract out of available current revenues.

24. Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The City's services shall be those of an independent contractor. The City agrees and understands that the Contract does not grant any rights or privileges established for employees of the MUD for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The MUD shall not have supervision and control of the City or any employee of the City, and it is expressly understood that City shall perform the services hereunder according to this Contract.

25. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein. The MUD shall not have a right of action against the City, in the event the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. If the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice at the earliest possible time prior to the end of its fiscal year.

26. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

27. Counterparts. This Contract may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

28. Survival. Notwithstanding any provision of this Contract to the contrary and without limitation of any other provisions of this Contract that specify survival of rights and obligations, all rights and obligations of the Parties under this Contract which by their nature are intended to survive shall survive.

29. Signature Authority. Both Parties represent and warrant to the other Party that its signatory to this Contract has corporate or organizational authority to execute and perform this Contract on behalf of the given Party.

(EXECUTION PAGES FOLLOW)

Executed this the _____ day of _____, 20___ by the City, signing by and through its City Manager, duly authorized to execute same by Ordinance _____ .

Approved on _____ _____, 20_____ .

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:

BY: _____
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: Christopher Mullins
MACK REINWAND, CITY ATTORNEY

THIS CONTRACT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signature
Director of Solid Waste
Title
Solid Waste
Department

Date Signed: 9/29/2025

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

BY: _____
RYAN CLARK, PRESIDENT

ATTEST:

BY: _____
JAMES SEIDEL, SECRETARY

EXHIBIT "A"

Boundary Description and Map of the District

BEING a tract of land located in the Thomas J. Egan Survey, Abstract No. 406, the M.E.P & P. RR. Co. Survey, Abstract No. 1470, the George Orr Survey, Abstract No. 985, the William Davis Survey, Abstract No. 374, and the Thomas Polk Survey, Abstract No. 998, City of Denton Extraterritorial Jurisdiction (E.T.J.), Denton County, Texas, part of a called 565.364 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 2019-146384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Thomas J. Egan Road (formerly Longhorn Drive), a 22.5 foot wide right-of-way dedication, according to the plat of Golden Hoof Ranchettes, an addition to Denton County, recorded in Volume 4, Page 8 of the Plat Records of Denton County, Texas (P.R.D.C.T.), at the northeast corner of a 10-foot wide right-of-way dedication according to the plat of Lot 1R1 and 1R2 of Golden Hoof Ranchettes, an addition to Denton County, recorded in Document No. 2015-319 P.R.D.C.T., for a northerly southeast corner of said 565.364 acre tract and an easterly southeast corner hereof;

THENCE North 83°08'15" West, with a northerly south line of said 565.364 acre tract, and the north line of said 10-foot right-of-way dedication, the north line of Lot 1R1 of said Lot 1R1 and 1R2 of Golden Hoof Ranchettes, and the north line of Lot 6, Block A of said Golden Hoof Ranchettes, a distance of 960.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the easterly right-of-way line of Golden Hoof Drive, a 60-foot right-of-way as dedicated according to the plat of said Golden Hoof Ranchettes, for the northwest corner of said Lot 6, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE South 00°26'45" West, with the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and an east line of said 565.364 acre tract, a distance of 417.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 367.50 feet, a central angle of 05°53'02", and a chord bearing and distance of South 02°29'46" East, 37.72 feet;

THENCE in a southeasterly direction, departing the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and east line of said 565.364 acre tract, and crossing said Lot 6, with said tangent curve to the left, an arc distance of 37.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE continuing across said Lot 6 and crossing said 565.364 acre tract the following courses and distances:

> South 05°26'18" East, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 432.50 feet, a central angle of 12°11'09", and a chord bearing and distance of South 00°39'17" West, 91.81 feet,
>
> In a southwesterly direction, with said curve to the right, an arc distance of 91.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,
>
> South 6°44'51" West, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,
>
> South 38°15'09" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set on the northerly right-of-way line of U.S. Highway 380, for a southeast corner hereof;

THENCE North 83°15'09" West, along the northerly right-of-way line of said U.S. Highway 380, with the easterly south line of said 565.364 acre tract, a distance of 105.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southwest corner hereof;

THENCE departing the northerly right-of-way line of said U.S. Highway 380, across said 565.364 acre tract, the following courses and distances:

North 51°44'51" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

North 06°44'51" East, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 367.50 feet, a central angle of 12°11'09", and a chord bearing and distance of North 00°39'17" East, 78.01 feet,

In a northeasterly direction, with said curve to the left, an arc distance of 78.16 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 05°26'18" West, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 432.50 feet, a central angle of 05°53'02", and a chord bearing and distance of North 02°29'46" West, 44.40 feet,

In a northwesterly direction, with said curve to the right, an arc distance of 44.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 00°26'45" East, a distance of 142.96 feet to a point for an interior corner hereof,

North 83°20'39" West, a distance of 2,563.89 feet to a point for an interior corner hereof,

North 00°26'45" East, a distance of 142.96 feet to a point for corner;

North 83°20'39" West, a distance of 2,563.89 feet to a point for corner;

North 06°44'51" East, a distance of 11.36 feet to a point for corner;

North 83°15'11" West, a distance of 146.29 feet to a point for corner;

North 75°12'40" West, a distance of 345.75 feet to a point for corner;

North 52°43'28" West, a distance of 459.57 feet to a point for corner;

North 83°15'11" West, a distance of 332.29 feet to a point for corner;

South 06°44'49" West, a distance of 548.83 feet to a point for corner;

North 83°15'09" West, a distance of 42.46 feet to a point for corner;

South 06°44'49" West, a distance of 181.00 feet to a point a point on the northerly right-of-way line of said U.S. Highway 380, a southerly line of said 565.364 acre tract, for the westerly southeast corner hereof;

THENCE along the northerly right-of-way lines of said U.S. Highway 380, with southerly lines of said 565.364 acre tract, the following course and distance:

North 83°15'09" West, a distance of 1,022.88 feet to an aluminum TxDOT right-of-way monument found for the southeast corner of a called 30.470 acre tract of land described in the deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the southerly southwest corner of said 565.364 acre tract, and the southwesterly southwest corner hereof;

THENCE North 00°11'25" East, with the east line of said 30.470 acre tract and the southerly west line of said 565.364 acre tract, a distance of 1022.88 feet to a 2-inch pipe found in the south line of a called 43.92 acre tract described in the deed to Jan K. Bradley, recorded in Instrument No. 93-R0091889 O.R.D.C.T., for the northeast corner of said 30.470 acre tract, the southerly northwest corner of said 565.364 acre tract, and the southerly northwest corner hereof;

THENCE North 89°27'40" East, with the south line of said 43.92 acre tract and a southerly north line of said 565.364 acre tract, a distance of 1075.88 feet to a point on the approximate centerline of a creek, for the southeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE along the centerline of said creek, with easterly lines of said 43.92 acre tract, and westerly lines of said 565.364 acre tract, the following courses and distances:

North 54°19'43" West, a distance of 225.34 feet to a point for corner;

North 69°29'24" West, a distance of 449.26 feet to a point for corner;

North 17°39'04" West, a distance of 543.10 feet to a point for the northeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE North 89°48'46" West, with the north line of said 43.92 acre tract and a northwesterly south line of said 565.364 acre tract, a distance of 2092.38 feet to a point within the margins of Nail Road, in the east line of a called 30.297 acre tract of land described in the deed to Brockland Properties, LLC, recorded in Instrument No. 2017-78184 O.R.D.C.T., for the northwest corner of said 43.92 acre tract, the northerly southwest corner of said 565.364 acre tract, and the northwesterly southwest corner hereof; a 1/2-inch iron rod found for reference on the east margin of said Nail Road bears South 89°48'46" East 18.00 feet from said point for corner;

THENCE North 00°13'42" East, within the margins of said Nail Road, with the east line of said 30.297 acre tract and the westernmost west line of said 565.364 acre tract, a distance of 631.58 feet to a 1/2-inch rod found in the southeasterly right-of-way line of Burlington Northern Railroad, on the northwest margin of said Nail Road, for the north corner of said 30.297 acre tract, a northwest corner of said 565.364 acre tract, and a northwest corner hereof;

THENCE North 28°40'26" East, with the southeast right-of-way line of said Burlington Northern Railroad, along the northwest margin of said Nail Road, with the Northwest line of said 565.364 acre tract, a distance of 1,355.15 feet to a point within the margins of Jackson Road, for the westerly northwest corner of said 565.364 acre tract and the westerly northwest corner hereof;

THENCE North 89°32'55" East, within the margins of said Jackson Road, with the westerly north line of said 565.364 acre tract, the south line of a called 5.241 acre tract of land described in the deed to 2018 Stone Family Trust recorded in Instrument No. 2018-105715 O.R.D.C.T., and the southerly south line of said a called 298.204 acre tract of land described in the deed to McCart St, LLC, recorded in Instrument No. 2018-5215 O.R.D.C.T., a distance of 1746.66 feet to a 1/2-inch iron rod found for the southerly southeast corner of said 298.204 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE North 00°57'04" East, continuing within the margins of said Jackson Road, with the southwesterly east line of said 298.204 acre tract, a northerly west line of said 565.364 acre tract, a distance of 138.90 feet to a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in the deed to Russell Mark Sales and wife, Shelly Ann Sales, recorded in Instrument No. 93-R0030700 O.R.D.C.T., the northernmost northwest corner of said 565.364 acre tract and the northernmost northwest corner hereof;

THENCE North 89°14'20" East, continuing within the margins of said Jackson Road, with the south line of said 10.000 acre Sales tract, the south line of a called 10.00 acre tract of land described in the deed to

Jimmy Lee Grozier recorded in Instrument No. 96-R0082430 O.R.D.C.T., and a north line of said 565.364 acre tract, a distance of 2597.71 feet to a 1/2-inch iron rod found for the southwest corner of a called 134 acre tract described in the deed to James T. Addington and wife, Carol L. Addington, recorded in Volume 611, Page 296 D.R.D.C.T., at an angle point in said north line of called 565.364 acre tract and an angle point in a north line hereof;

THENCE North 87°52'07" East, continuing within the margins of said Jackson Road, with a north line of said 565.364 acre tract, the south line of said 134 acre tract, the south line of Lot 1, Block A of Connolly Addition, an addition to Denton County, as shown on the plat recorded in Document No. 2017-51 P.R.D.C.T., and the south line of a called 10.035 acre tract described in the deed to Ira Sam Houston and wife, Helen Marie Houston, recorded in Volume 1239, Page 617 D.R.D.C.T., a distance of 2285.65 feet to a 1/2-inch iron rod found for the northwest corner of the right-of-way dedication at the intersection of Jackson Road and Thomas J. Egan Road according to the plat of Bent Rails Addition, an addition to the City of Denton E.T.J., recorded as Document No. 2020-57 P.R.D.C.T., the northeast corner of said 565.364 acre tract and the northeast corner hereof;

THENCE South 00°15'52" West, within the margins of said Thomas J. Egan Road, with the northerly east line of said 565.364 acre tract, the west line of the 32.5-foot right-of-way dedication for Thomas J. Egan Road according to the plat of said Bent Rails Addition, the west line of a called 5.134 acre tract of land described in the deed to Cesar Gonzalez Pegueros and wife, Gricelda Tovar-Galvan Gonzalez, recorded in Instrument No. 2013-62297 O.R.D.C.T., the west line of a called 175 acre tract of land described in the deed to Claude H. Smith recorded in Volume 362, Page 341 D.R.D.C.T., the west line of a variable width right-of-way dedication for Thomas J. Egan Road according to the plat of Moreno Addition, an addition to the City of Denton E.T.J., recorded in Document No. 2020-36 P.R.D.C.T., the west line of a called 30 acre tract described in the deed to Vickie Murdock recorded in Instrument No. 2004-80900 O.R.D.C.T., and the westerly west line of a called 5.000 acre tract described in the deed to Brandon Murdock recorded in Instrument No. 2017-55842 O.R.D.C.T., a distance of 3028.84 feet to a PK nail found at the northeast corner of the right-of-way dedication at the intersection of Tenderfoot Trail and said Thomas J. Egan Road (formerly Longhorn Drive) according to the plat of said Golden Hoof Ranchettes, for a northerly southeast corner of said 565.364 acre tract and a northerly southeast corner hereof;

THENCE North 83°08'15" West, with the northerly right-of-way dedication for said Tenderfoot Trail, and a northerly south line of said 565.364 acre tract, a distance of 19.54 feet to a 1/2-inch iron rod found for an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE South 00°26'45" West, across said Tenderfoot Trail, with a southerly east line of said 565.364 acre tract, the east line of Block A of said Golden Hoof Ranchettes, the west right-of-way line of said Thomas J. Egan Road (formerly Longhorn Drive) a distance of 834.84 feet to the **POINT OF BEGINNING** and containing **521.59 acres** of land, more or less.

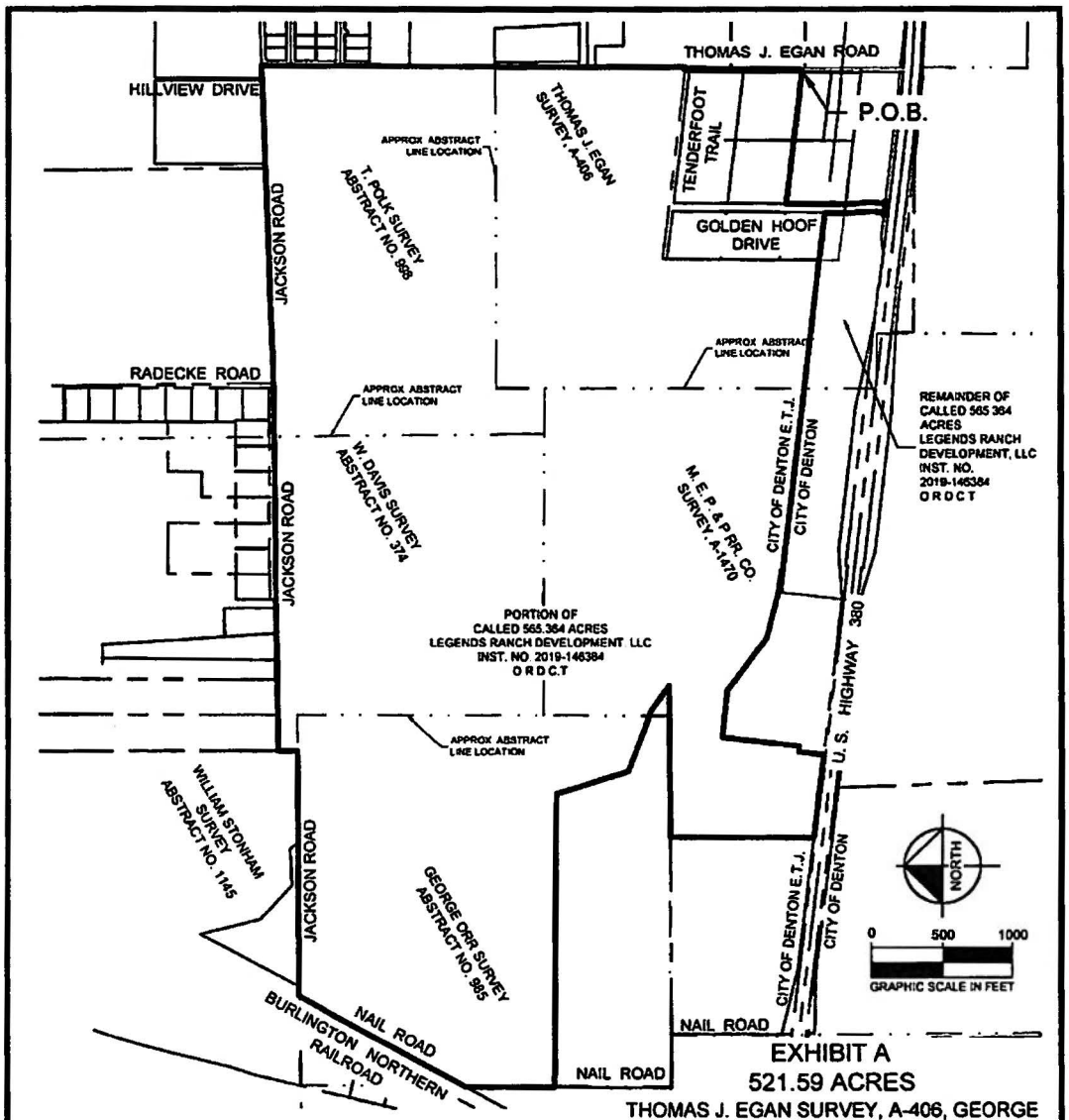


EXHIBIT A

521.59 ACRES

THOMAS J. EGAN SURVEY, A-406, GEORGE ORR SURVEY, A-985, WILLIAM DAVIS SURVEY, A-374, THOMAS POLK SURVEY A-998 AND THE MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY SURVEY, A-1470

CITY OF DENTON, DENTON COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JCC	KHA	Sep 2024	063246400	1 OF 1

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MUD Solid Waste Agreements

File ID: 25-1714, 25-1715

City Council Meeting
October 14, 2025

Overview/Background

Request: Consider contracts to provide solid waste services to the Meadows and Legends Ranch MUDs.

Meadows MUD

- Entered into an amended development agreement in January 2025.
- Agreement stated the City would be the trash provider for the MUD and work towards a separate agreement for service.

Legends Ranch MUD

- Amended and Restated development agreement in August 2024.
- Agreement required notice to the City of offers for service and selection of the City as the provider if the service is substantially similar.

Solid Waste Agreement Overview

- **Service Areas – Meadows and Legends Ranch MUD**
- **Term- Initial 5 years with ongoing 5-year renewals**
- **Services- Similar to Denton residents**
  - Residential Trash/Recycling
  - Commercial Trash/Recycling
  - Yard Waste and Bulk Collection
- **Fees**
  - $50 setup fee
  - $3 per month capital fee
  - Out of City Monthly Service Rate



Recommendation/Actions

Staff Recommends Approval

Items for Council Consideration

2 separate action items:

- ✓ Ordinance and Solid Waste Agreement for Meadows MUD
- ✓ Ordinance and Solid Waste Agreement for Legends Ranch MUD

Questions?

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 14, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a Solid Waste Services Contract to provide solid waste services to Denton County Municipal Utility District No. 16; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

On April 29, 2020, the City received a petition for consent to the creation of Denton County Municipal Utility District No. 16. This Municipal Utility District (MUD) is located near FM 156 and US 380 and is also known as "Olex MUD" or "Meadows MUD". The MUD originally featured 1,523 residential lots, 8 acres of multifamily property, and 30 acres of commercial property, and was increased to accommodate an additional 1,106 residential lots, 13 acres of multifamily, and 8 acres of commercial property.

A MUD is a special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits. Governed by an elected board, MUDs fund infrastructure and operations through bonds repaid by property taxes and user fees. MUDs are required to seek City consent when the MUD is within the extraterritorial jurisdiction (ETJ) of the City.

Olex Inc. petitioned the City for consent to the creation and the City began negotiating a development agreement. Initially, a development agreement was approved by the City Council on August 18, 2020, and included provisions on Denton County's consent, utilities, floodplain/ESA, roadway construction specifications, and limited purpose annexation to receive sales tax for commercial property. A first amendment was made to the development agreement on January 25, 2022, to name the City of Denton as the fire service provider and approve a Fire Services Agreement.

The MUD petitioned the City on October 3, 2024, for annexation of additional property into the District on the north side of US 380. Staff and the Developer negotiated the terms of the City's consent to the annexation along with an Amended and Restated Development Agreement adopted by City Council on February 2, 2025. The Amended and Restated Development Agreement named the City as the service provider for solid waste services to the MUD, to be adopted by a separate agreement.

Staff has negotiated this agreement with the MUD and includes a requirement for the provision of services similar to Denton residents, including:

- weekly trash, recycling, yard waste, and bulk pickup, commercial trash and recycling services, and other services; and
- fees for service for a $50 setup fee, $3 monthly capital fee, and City Council-approved monthly rates, which would be the out-of-city rate for these customers; and
- a five (5) year initial term with 5-year renewals.

RECOMMENDATION

Staff recommends approval of the ordinance and agreement attached as **Exhibit 2** based on the City being the solid waste provider in the development agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 18, 2020- City Council adopted a resolution of consent to the creation of the MUD.
August 18, 2020- City Council approved a Development and Consent Agreement.
January 25, 2022- City Council approved a First Amendment to the Development and Consent Agreement.
June 4, 2024- City Council held the first public hearing for a Strategic Partnership Agreement.
June 18, 2024- City Council held a second public hearing and adopted a resolution approving the Strategic Partnership Agreement.
January 7, 2025- City Council approved an Amended and Restated Development Agreement and consented to additional property.
February 2, 2025 - The City Council held the first public hearing for an Amended and Restated Strategic Partnership Agreement.
February 18, 2025- City Council held a second public hearing and adopted a resolution approving the Amended and Restated Strategic Partnership Agreement.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLID WASTE SERVICES CONTRACT TO PROVIDE SOLID WASTE SERVICES TO DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County Municipal Utility District No. 16 (the "MUD") is comprised of 1,006.304 acres located wholly within the extraterritorial jurisdiction of the City and is being developed for single-family residential, multifamily, and commercial uses (the "Development"); and

WHEREAS, the City, the Developer, and the MUD executed a First Amended and Restated Development Agreement on January 7, 2025 revising the provisions in the Original Agreement regarding solid waste and water/wastewater services; and

WHEREAS, the First Amended and Restated Development Agreement stated the City would provide solid waste services to the MUD; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide solid waste services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, the MUD desires for the City to provide solid waste services to residents and commercial entities within the MUD boundaries; and

WHEREAS, subject to the terms and conditions of the contract attached hereto as Exhibit "A" and incorporated herein (the "Solid Waste Contract") and pursuant to Section 54.203 of the Texas Water Code, the City will have the right to operate as the exclusive and sole provider of solid waste services within the boundaries of the MUD; and

WHEREAS, the City Council of the City of Denton hereby finds that the Solid Waste Contract is in the public interest.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this Ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to execute the Solid Waste Contract, attached hereto as Exhibit "A" and incorporated for all purposes, with Denton County Municipal Utility District No. 16 concerning solid waste services.

SECTION 3. Minor adjustments to the attached Solid Waste Contract by the City Manager are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this Ordinance.

SECTION 4. The City's Director of Solid Waste or their designee is hereby authorized to carry out all duties and obligations to be performed by the City under the Solid Waste Contract, unless otherwise reserved in the Solid Waste Contract for City Council approval.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

EXHIBIT “A”

SOLID WASTE CONTRACT

STATE OF TEXAS §
§ **SOLID WASTE SERVICES CONTRACT**
COUNTY OF DENTON §

This Solid Waste Services Contract (this "Contract") is entered into this 07 day of January, 2025 (the "Effective Date") by and between the City of Denton, Texas, a Texas home-rule municipal corporation (the "City") and Denton County Municipal Utility District No. 16, a political subdivision of the State of Texas, with its principal address at 16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248 (the "MUD"). The City and the MUD may hereinafter be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the City has entered into a Development Agreement with the MUD for provision of certain services including Solid Waste Services, defined herein; and

WHEREAS, the City is the exclusive provider of garbage, recycling, yard waste, bulk, and home chemical collections, recycling, disposal, and diversion services (collectively, the "Solid Waste Services") for resident and commercial customers within its municipal boundaries; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide Solid Waste Services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, pursuant to TEX. ADMIN. CODE § 330.103(a), "Municipal solid waste (MSW) containing putrescibles shall be collected a minimum of once weekly to prevent propagation and attraction of vectors and the creation of public health nuisances. Collection should be made more frequently in circumstances where vector breeding or harborage potential is significant;" and

WHEREAS, the MUD seeks to identify a provider of Solid Waste Services for its residents, and

WHEREAS, the MUD desires for the City to provide Solid Waste Services to residents and commercial entities within the MUD boundaries at a similar level of services enjoyed by City residents and businesses; and

WHEREAS, the MUD therefore desires to grant to City the right to operate as the exclusive and sole provider of Solid Waste Services, subject to the terms of this Contract and pursuant to Section 54.203 of the Texas Water Code; and

WHEREAS, the Parties agree the terms contained in this Contract are fair, reasonable, and mutually beneficial; and

WHEREAS, the Parties agree this Contract creates valid, legal, and binding obligations enforceable against the MUD and the City, subject to applicable insolvency and bankruptcy laws; and

WHEREAS, the Interlocal Cooperation Act, contained in the Texas Government Code Chapter 791 authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, City and MUD individually have the authority to perform as set forth in this Contract and in accordance with Texas Government Code § 791.011(c); and

WHEREAS, the Parties have determined that this Contract is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

1. Recitals Incorporated. The recitals stated above are incorporated in this Contract for all purposes and are found by the Parties to be true and correct.

2. Administration. This Contract shall be administered on behalf of the City by its Director of Solid Waste or the Director of Solid Waste's designee (hereinafter called the "Director"), and on behalf of the MUD by its Board of Directors.

3. Term and Termination. The initial term of this Contract shall be for a five (5) year period, beginning on the Effective Date (the "Initial Term"). After the expiration of the Initial Term, this Contract may be renewed for successive five (5) year periods (each a "Renewal Term") by notification from either Party to the other, in writing, not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the then current Renewal Term, of its intent to renew this Contract. Any such written notice of renewal shall be provided by certified or registered mail, return receipt requested. The City may terminate this Contract, with or without cause, subject to the terms of this Section 3. The City will provide the MUD written notice of termination at least ninety (90) days prior to the termination date. Written notice of termination shall comply with the notice provisions of Section 14 contained herein.

4. Service Area. The Parties agree that the Contract shall apply the area of land within the boundaries of the District, as depicted and described in **Exhibit "A"**, which is attached hereto and incorporated by reference for all purposes.

5. The Provision of Acceptable Solid Waste Services by the City. The Parties agree the City shall be the sole and exclusive provider of Solid Waste Services to the MUD and to residents and commercial entities within the MUD. The City agrees to provide such Solid Waste Services to residents and commercial entities within the MUD at a similar level of service provided to customers within the City's corporate limits, and to accept MUD residents and commercial entities, including multi-family units, as solid waste customers within its existing municipal service area, as outlined in the Code of the City of Denton, Texas, Chapter 24 and its annual Rate Ordinance, each as amended. The Solid Waste Services shall include:

a. Residential Service:
    i. Weekly garbage/trash collection

ii. Weekly recycling collection
iii. Weekly yard waste collection
iv. Weekly bulk collection (up to two (2) items)
v. Access to Home Chemical Collection Program, Drop-off Service only

b. Commercial Service (including service to multi-family developments):
i. Weekly garbage/trash collection
ii. Weekly recycling collection
iii. Weekly yard waste collection
iv. Other commercial services as outlined in the Denton Development Code and Site Plan Criteria Manual.

The MUD will the enforce the exclusivity of this contract under civil law, at the sole discretion of its Board of Directors, and will grant City the ability to sue individuals or businesses who act in conflict with the exclusivity provided by this Contract.

6. Unacceptable Waste.

a. The City will only accept Municipal solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(9), collected from residents and commercial entities within the MUD.

b. Notwithstanding Section 6.a., the City will not accept sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility.

c. The City will not accept Hazardous waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(6), or Industrial solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(7).

d. The City will not accept waste that is not authorized for disposal at the City's landfill pursuant to Permit No. MSW-1590B and/or that would violate any applicable laws or regulations of the United States or the State of Texas.

7. Initial Set-Up Fee; Monthly Rates; Payment; Billing; Conditions of Service. In consideration of the City's performance of Solid Waste Services, the MUD **SHALL** require all residents of the MUD to contract with the City for Solid Waste Services.

a. MUD residents and commercial entities shall directly contact the City of Denton Customer Service Department to establish either residential or commercial solid waste accounts. MUD customers will pay a one-time fee of fifty dollars ($50.00) for residential customers and five hundred ($500.00) for commercial customers each time a new account is created. MUD customers will also pay (1) a three dollar ($3.00) per month fee for capital expenses and (2) a monthly service fee for services outside of the City limits, as delineated and annually adjusted in the City's rate ordinance (the "Service Fee"). The Service Fee is subject to increase by the Denton City Council.

b. Customers within the MUD shall make payments to the City in a manner consistent with the City's utility account terms and conditions and the City's rate ordinance currently in effect. The City shall bill customers within the MUD on a monthly basis in conjunction with the City's bills for retail water and wastewater, in a manner consistent with the City's billing of customers within its corporate limits.

c. Service to the MUD and all customers within the MUD is conditioned on their compliance with the service terms, conditions, and related regulations stated in the Code of the City of Denton Texas, the Denton Development Code, the City of Denton Design Criteria Manual, and the City's Standard Specifications, each as amended.

8. Ownership of Waste. Title to acceptable waste, garbage, refuse, recyclable material, and dead animals shall pass to the City when placed in the City's collection vehicle. Title to waste that is unacceptable under Section 6 of this Contract shall not pass to the City and shall remain with the generator.

9. Notifications to Residents. The City shall provide notice to all residents within the MUD of any service alerts, including, but not limited to, holiday service schedule changes or route changes, in the same manner in which the City provides such notices to customers within its corporate limits.

10. Force Majeure. In no event shall the City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; pandemics; work stoppages; accidents, acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God; or interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services. The City shall use reasonable efforts that are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

11. Assignability. Neither Party may sell, assign, transfer, or convey this Contract, in whole or in part.

12. Amendments. This contract may not be amended or modified in any way without the written consent and agreement of both Parties.

13. Indemnity. **TO THE EXTENT ALLOWED BY LAW, THE MUD AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, FINES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, VIOLATIONS OF STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE MUD'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE MUD, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY**

PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE NEGLIGENCE, WRONGFUL ACT, OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE MUD AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.

14. Notice. Unless otherwise specified all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and mailed to the addresses appearing below, but each party may change its address by providing ten (10)-days' advance written notice in accordance with this Section. Mailed notices shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices mailed by other means shall be deemed delivered upon receipt by the addressee.

If intended for the City, to:
Director of Solid Waste
City of Denton
Solid Waste and Recycling Department
1527 S. Mayhill Rd.
Denton, TX 76208

If intended for the MUD, to:
Denton County Municipal Utility District No. 16
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Attn: Mindy L. Koehne

15. Venue. The obligations of the Parties to this Contract shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Denton County, Texas.

16. Severability. In the event that any provision or portion of this Contract shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity or unenforceability of any provision or portion of this Contract shall not affect in anyway the legality, validity or enforceability of any other provision or portion of this Contract.

17. Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

18. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. The Parties agree that they have equally participated in the drafting of this Contract with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

19. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

20. Entire Contract; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both Parties.

21. Default. No Party shall be in default under this Contract until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time shall be determined by the Party alleging default based on the nature of the alleged failure, but in no event shall be no more than thirty (30) days after receipt by the defaulting Party of the notice of alleged default). Notwithstanding the foregoing, no Party shall be in default under this Contract if, within the applicable cure period, the Party to whom notice of default was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured, and within such cure period, provides written notice to the non-defaulting Party of the details of why such cure will take longer than thirty (30) days and a statement of how many days are needed to cure.

22. Remedies; Immunity.

a. Each Party's right in the future to demand strict compliance and performance under this Contract is not diminished because, whether through decision or oversight, that Party has not enforced this Contract, or a provision of this Contract, or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Contract is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Contract or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the

extent a right or benefit in this Contract is expressly waived by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express waiver and will not be implied to be continuing in nature.

b. If a Party is found to be in default, after the applicable cure period has elapsed, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Contract, seek any relief available at law or in equity, including, but not limited to, actions for specific performance or termination of this Contract.

c. Neither City or the MUD waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Contract.

23. Current Revenues. The Parties will make all payments due under this Contract out of available current revenues.

24. Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The City's services shall be those of an independent contractor. The City agrees and understands that the Contract does not grant any rights or privileges established for employees of the MUD for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The MUD shall not have supervision and control of the City or any employee of the City, and it is expressly understood that City shall perform the services hereunder according to this Contract.

25. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein. The MUD shall not have a right of action against the City, in the event the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. If the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice at the earliest possible time prior to the end of its fiscal year.

26. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

27. Counterparts. This Contract may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

28. Survival. Notwithstanding any provision of this Contract to the contrary and without limitation of any other provisions of this Contract that specify survival of rights and obligations, all rights and obligations of the Parties under this Contract which by their nature are intended to survive shall survive.

29. Signature Authority. Both Parties represent and warrant to the other Party that its signatory to this Contract has corporate or organizational authority to execute and perform this Contract on behalf of the given Party.

(EXECUTION PAGES FOLLOW)

Executed this the _____ day of _____, 20___ by the City, signing by and through its City Manager, duly authorized to execute same by Ordinance _____ .

Approved on _____ _____, 20_____ .

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:

BY: _____
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: Christopher Mullins
MACK REINWAND, CITY ATTORNEY

THIS CONTRACT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

_____
Signature
Director of Solid Waste
Title
Solid Waste
Department

Date Signed: 9/29/2025

DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

BY: _____
Benjamin Ruef, PRESIDENT

ATTEST:

BY: _____
Phillip Wilson, SECRETARY

EXHIBIT "A"

Boundary Description and Map of the District

PARCEL NO. 1 (2 TRACTS) – 552.985 ACRES

EXHIBIT "A"

TRACT 1:

BEING a tract of land situated in the Uberto Allen Survey, Abstract No. 14, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being the remaining portion of a called Tract One (153.488-acres) described in a General Warranty Deed to Olex (United States), Inc., *f/k/a* Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the westerly line of said Tract One (153.488-acres), for the northwest corner of a called Parcel 17, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the northeast corner of a called Parcel 16, described in a Deed to the State of Texas, recorded in Instrument No. 2009-71718, Official Records of Denton County, Texas, same also being the current northerly right of way line of U. S. Highway 380, a variable width right of way;

THENCE North 00°02'22" West, departing the northerly right of way line of said U. S. Highway 380, along the westerly line of said Tract One (153.488-acres) and generally along a barbed wire fence, a distance of 2,236.16 feet to a metal fence corner post found for the northwest corner of said Tract One (153.488-acres), same being the southwest corner of a called 1.931-acre tract of land, described in a Special Warranty Deed to Vangard Wireless, LP, recorded in Instrument No. 2005-79339, Official Records of Denton County, Texas;

THENCE South 89°58'24" East, along the northerly line of said Tract One (153.488-acres), the southerly line of said 1.931-acre tract, the southerly line of a called 5.00-acre tract of land, described in a Warranty Deed to Amanda Noles Nelson, recorded in Instrument No. 2013-92845, Official Records of Denton County, Texas, the southerly line of a called 19.6390-acre tract of land, described in a Special Warranty Deed to Nancy Kay Jones, recorded in Instrument No. 2010-57685, Official Records of Denton County, Texas, the southerly line of Lot 1 and Lot 2, Block A of Myers Farm, an addition to the City of Denton, according to the final plat, recorded in Document No. 2011-77, Plat Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 2091.05 feet to a 1/2-inch iron rod with a yellow plastic cap found for the southeast corner of said Lot 2, same being the southeast corner of Lot 3, Block A of said Myers Farm;

THENCE South 89°53'09" East, continuing along the northerly line of said Tract One (153.488-acres), the southerly line of said Lot 3 and the southerly line of a called 21.1455-acre tract of land described in a Special Warranty Deed to Janis June Myers, recorded in Instrument No. 2010-57683, Official Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 1368.48 feet to a 1/2-inch iron rod found for the northeast corner of said Tract One (153.488-acres) and the southeast corner of said 21.1455-acre tract, same being on the westerly right of way line of F. M. 156, a variable width right of way;

THENCE South 17°28'47" West, along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 94.26 feet to a 5/8-inch iron rod with

a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 15°08'00", a radius of 5659.58 feet, a chord bearing and distance of South 21°13'35" West, 1490.50 feet, from said point, a wooden right of way marker bears South 13°42' West, 3.93 feet;

THENCE in a southwesterly direction, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, along said curve to the right, an arc distance of 1494.85 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 03°03' West, 1.20 feet;

THENCE South 28°47'35" West, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 556.36 feet to an aluminum TXDOT right of way disk found for the northeast corner of aforesaid Parcel 17, same being the intersection of the westerly right of way line of said F. M. 156 with the northerly right of way line of aforesaid U. S. Highway 380;

THENCE in a westerly direction, departing the westerly right of way line of said F. M. 156, along the northerly line of said Parcel 17 and the northerly right of way line of said U. S. Highway 380, the following:

North 61°04'40" West, a distance of 679.63 feet to an aluminum TXDOT right of way disk found for corner;

South 78°35'46" West, a distance of 296.07 feet to an aluminum TXDOT right of way disk found for corner;

South 38°16'12" West, a distance of 548.81 feet to an aluminum TXDOT right of way disk found for corner;

South 62°08'29" West, a distance of 218.57 feet to an aluminum TXDOT right of way disk found for corner;

South 86°00'46" West, a distance of 322.43 feet to an aluminum TXDOT right of way disk found for corner;

North 90°00'00" West, a distance of 469.04 feet to an aluminum TXDOT right of way disk found for corner;

North 87°16'23" West, a distance of 413.60 feet to the **POINT OF BEGINNING** and containing 144.086 acres (6,276,387 square feet) of land, more or less.

TRACT 2:

BEING a tract of land situated in the George W. Anderson Survey, Abstract No. 12, Uberto Allen Survey, Abstract No. 14, Edward F. Anderson Survey, Abstract No. 16, B. B. B & C. RR. Co. Survey, Abstract No. 168, B. B. B & C. RR. Co. Survey, Abstract No. 188, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being a portion of a called Tract Three (425.898-acres) described in a General Warranty Deed to Olex (United States), Inc., f/k/a Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the easterly line of said Tract Three (425.898-acres), for the southeast corner of a called Parcel 15, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the intersection of the current southerly right of way line of U. S. Highway 380, a variable width right of way with the westerly right of way line of F. M. 156, a variable width right of way;

THENCE in a southerly direction, departing the southerly right of way line of said U. S. Highway 380, along the easterly line of said Tract Three (425.898-acres) and the westerly right of way line of said F. M. 156, the following:

South 28°45'02" West, a distance of 581.24 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 03°49'00", a radius of 5659.58 feet, a chord bearing and distance of South 30°39'32" West, 376.93 feet;

in a southwesterly direction, along said curve to the right, an arc distance of 377.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 27°44'04" West, a distance of 118.70 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°02' West, 3.82 feet;

South 32°34'02" West, a distance of 1000.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 42°17' West, 2.01 feet;

South 38°16'40" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°22' West, 2.44 feet;

South 32°34'02" West, a distance of 1900.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 27°02' West, 8.82 feet;

South 26°51'24" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 32°34'02" West, a distance of 924.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left having a central

angle of 6°27'51", a radius of 2924.79 feet, a chord bearing and distance of South 29°20'06" West, 329.80 feet;

in a southwesterly direction, with said curve to the left, an arc distance of 329.97 feet to a PK nail with a washer, stamped "KHA" set in an asphalt road, known as Old Stoney Road, an apparent public use roadway, no record found, for the southeast corner of said Tract Three (425.898-acres);

THENCE South 89°39'42" West, departing the westerly right of way line of said F. M. 156, along the southerly line of said Tract Three (425.898-acres) and along said Old Stoney Road, a distance of 1706.19 feet to a 1/2-inch iron rod found for the southwest corner of said Tract Three (425.898-acres);

THENCE North 00°02'12" West, departing said Old Stoney Road and along the westerly line of said Tract Three (425.898-acres), a distance of 5443.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the southerly line of a called Parcel 14, described in a Deed to the State of Texas, recorded in Instrument No. 2008-19039, Official Records of Denton County, Texas, same being the current southerly right of way line of aforesaid U. S. Highway 380;

THENCE in an easterly direction, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, the following:

THENCE South 87°16'23" East, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, passing at a distance of 8.26 feet, an aluminum TXDOT right of way disk found for the south common corner of said Parcel 14 and aforesaid Parcel 15, continuing for a total distance of 1274.95 feet to a point for corner;

THENCE North 63°54'58" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 37.31 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 472.87 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 654.35 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 49°55'24", a radius of 78.50 feet, a chord bearing and distance of North 21°16'23" East, 66.26 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 68.40 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 46°16'17", a radius of 30.00 feet, a chord bearing and distance of North 23°05'56" East, 23.57 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the left, an arc distance of 24.23 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 00°02'12" West, continuing across said Tract Three (425.898-acres), a distance of 381.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 45°35'01" West, continuing across said Tract Three (425.898-acres), a distance of 28.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15;

THENCE North 88°52'11" East, along the southerly right of way line of said U. S. Highway 380, a distance of 130.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 44°24'59" West, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 28.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 379.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 45°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 70.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 700.88 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 10°06'19", a radius of 782.50 feet, a chord bearing and distance of South 84°59'03" East, 137.83 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 138.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 79°55'53" East, continuing across said Tract Three (425.898-acres), a distance of 162.37 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 21°10'04", a radius of 1422.50 feet, a chord bearing and distance of South 69°20'51" East, 522.55 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 525.54 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 58°45'49" East, continuing across said Tract Three (425.898-acres), a distance of 457.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 31°14'11" East, continuing across said Tract Three (425.898-acres), a distance of 386.56 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15, from said corner, a found aluminum TXDOT right of way disk bears North 61°21'38" West, 25.03 feet;

THENCE South 61°21'38" East, along the southerly right of way line of said U. S. Highway 380, a distance of 214.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 54°31'02" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 100.71 feet to an aluminum TXDOT right of way disk found for corner;

THENCE South 61°21'39" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 91.38 feet to the **POINT OF BEGINNING** and containing 408.899 acres (17,811,656 square feet) of land, more or less.

PARCEL NO. 2 (2 TRACTS) – 356.425 ACRES

4. Legal description of land:
TRACT 1:

All that certain lot, tract or parcel of land lying and being situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, County of Denton, State of Texas, and being all of Tracts One, Two, Three and Five as conveyed by deed dated September 8, 1971, from Jerry A. Garrett, et al, to Don E. Hickey, as shown on record in Volume 628, Page 596, of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a fence corner post in the South boundary line of a public road and being the Northwest corner of Tract One of said Don E. Hickey property;

THENCE South 89° 07' 21" East, along the South boundary line of public road, 2970.74 feet to a concrete monument for the Northeast corner of Tract Three;

THENCE South 00° 33' West, with fence 2760.4 feet to a concrete monument for the Southeast corner of Tract Five, and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, along the North boundary line of said Highway No. 380, 2052.11 feet to a concrete monument for corner;

THENCE South 01° 51' West, 10.00 feet to a concrete monument for corner and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, 893.00 feet to a concrete monument for corner in the North boundary line of the past mentioned highway, and being the Southwest corner of Tract Two of the Don E. Hickey property;

THENCE North along fence line, 2629.7 feet to the POINT OF BEGINNING and containing 182.827 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

TRACT 2:

All that certain 173.598 acre tract or parcel of land situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, being part of a called 285.91 acre tract conveyed to Henry A. Hudson, III, and recorded in Volume 994, Page 621, Deed Records, Denton County, Texas; said 173.598 acre tract being more particularly described as follows:

BEGINNING at the most westerly-northwest corner of said 285.91 acre tract at a set 1/2" rebar in a North line of said Winfrey Survey, same being a South line of the BBB & CRR Company Survey, Abstract No. 157, same being in Jackson Road;

THENCE North 89° 34' 09" East with said survey line, a distance of 1247.89 feet to a set 1/2" rebar for the Southeast corner of said BBB & CRR Company Survey; same being the Southeast corner of a tract conveyed to C. W. Buckley and recorded in Volume 364, Page 567, Deed Records, Denton County, Texas;

THENCE North 00° 35' 48" East with a common line between the Winfrey and BBB & CRR Surveys, a distance of 413.69 feet, passing across Jackson Road to a set 1/2" rebar for the Southwest corner of the I & GMRY Company Survey, Abstract No. 1498;

THENCE South 89° 36' 04" East with the South line of said I & GMRY Survey, a distance of 68.11 feet to a set 1/2" rebar at the Northwest corner of the Hutchens Addition, an Addition to Denton County, Texas, as shown by Plat recorded in Cabinet E, Slide 18, Plat Records, Denton County, Texas;

THENCE South 00° 23' 56" West, crossing said Jackson Road with the West line of said Hutchens Addition, a distance of 464.24 feet to a found 1/2" rebar for the Southwest corner of said Hutchens Addition;

THENCE North 88° 43' 58" East with the South line of said Hutchens Addition, a distance of 1328.43 feet to the Southeast corner of said Addition; said point being in the East line of said Winfrey Survey;

THENCE South 00° 09' 56" West with said survey line generally with a fence and crossing South Hickory Creek, continuing a total distance of 2873.66 feet to a set 1/2" rebar in the North Right-of-Way line of U.S. 380; and being in the North boundary line of a tract conveyed to the State of Texas for highway purposes, as shown of record in Volume 11, Page 327 of the Civil Minutes of County Court, Denton County, Texas;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1336.33 feet to a concrete Right-of-Way Monument on the South bank of South Hickory Creek;

THENCE South 06° 44' 17" West with said Right-of-Way, a distance of 39.52 feet to a concrete Right-of-Way Monument;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1347.10 feet to a concrete monument at the Southeast corner of a called Tract Five conveyed to Don E. Hickey and recorded in Volume 628, Page 596, Deed Records, Denton County, Texas;

THENCE North 00° 58' 53" East, passing concrete monuments at 587.94 feet and 2759.16 feet also crossing over South Hickory Creek, continuing a total distance of 2789.16 feet to the POINT OF BEGINNING, containing in all 173.598 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

PARCEL NO. 3 (1 TRACT): 96.921 ACRES

Being a tract of land situated in the Sarah Winfrey Survey, Abstract No. 1319, Denton County, Texas, and being all of the remainder of a called 34.9125 acres tract of land described in Deed to Billy and Jean Family Partners, LTD as recorded in Vol. 4389, Pg. 2315, Real Property Records, Denton County, Texas and being all the remainder of a tract of land described in Deed to Billy and Jean Family Partners, LTD. as recorded in Vol. 4389, Pg. 2311, said Real Property Records, and being more particularly described herein as follows;

BEGINNING at a TXDOT right-of-way concrete monument found in the North Right-of-Way line of U.S. Highway 380 (a public rood) for the Southeast corner of said 34.9125 acres remainder tract common to the Southwest corner of a called 71.556 acres tract of land (Tract Two) described in Deed to Don Hickey as recorded in Vol. 628, Pg. 596, Deed Records, Denton County, Texas;

THENCE North 87 degrees 17 minutes 07 seconds West. with the South line of said 34.9125 acres remainder tract common to the North line of said Highway 380, passing the Southwest corner thereof common to the Southeast corner of said Family Partners remainder tract (4389/2311), and continuing along said course, with the South line thereof, a distance of 2781.11 feet to a "Mag" nail set in George Owens Road (a public rood) for the Southwest corner of said Family Partners remainder tract (4389/2311);

THENCE North 00 degrees 10 minutes 56 seconds East, with the West line of said Family Partners remainder tract (4389/2311), along said George Owens Road, a distance of 1545.96 feet to a 'Mag" nail set for the Northwest corner of said Family Partners remainder tract (4389/2311) common to the Southwest corner of a called 47.452 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in Inst. No. 2018-29869, Official Records, Denton County, Texas;

THENCE North 87 degrees 58 minutes 01 seconds East, with the North line of said Family Partners remainder tract (4389/2311) common to the South line of said 47.452 acres tract, passing at a distance of 20.83 feet a steel fence corner post found for reference, and continuing along said course, passing the Northeast corner of said Family Partners remainder tract (4389/2311) common to the Northwest corner of said 34.9125 acres remainder tract, and continuing along said course, with the North line thereof, a total distance of 2054.93 feet to a 1/2 inch capped iron rod stamped (COLEMAN-4001) found for the Northeast corner of said 34.9125 acres remainder tract common to the most Westerly Northwest corner of a called 18.589 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in· Inst. No. 2024-28247, said Official Records, from which a 1/2 inch capped iron rod found at the Southeast corner of said 47.452 acres tract bears North 87 degrees 58 minutes 03 seconds East, a distance of 225.13 feet;

THENCE South 00 degrees 03 minutes 48 seconds East, with an East line of said 34.9125 acres remainder tract common to the West line of said 18.589 acres tract, a distance of 545.62 feet to a 3 inch steel fence corner post found for and interior corner of said 34.9125 acres remainder tract common to the Southwest corner of said 18.589 acres tract;

THENCE North 87 degrees 43 minutes 26 seconds East, with a North line of said 34.9125 acres remainder tract common to the South line of said 18.589 acres tract, along and near a fence, a distance of 724.04 feet to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set near a steel fence corner post in the West line of said 71.556 acres tract for the most Easterly Northeast corner of said 34.9125 acres remainder tract common to the Southeast corner of said 18.589 acres tract, from which a concrete monument found at the Northwest corner of said 71.556 acres tract bears North 00 degrees 12 minutes 55 seconds East. a distance of 707.18 feet;

THENCE South 00 degrees 12 minutes 55 seconds West, with the East line of said 34.9125 acres remainder tract common to the West line of said 71.556 acres tract, along and near a fence, a distance of 1233.72 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited 96.921 acres of land, more or less.

PARCEL NO. 4 (1 TRACT): 19.62 ACRES

Being a 19.620 acre tract of land within the A.P. Vaughan Survey, Abstract Number 1316, with Denton County, being all of a tract of land described to Nancy Kay Jones by deed recorded in Instrument Number 2010-57685, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar capped "ARTHUR" found for the northeast corner of said Jones tract, same being the northwest corner of Lot 1, Block A of Myers Farm, an addition to Denton County, as recorded in Instrument Number 2011-77, Official Public Records, Denton County, Texas also being a point lying on the south right-of-way line of Jackson Road (Variable Width right-of-way);

THENCE South 00 degrees 14 minutes 08 seconds West, departing the south right-of-way line of said Jackson Road, with the west line of s aid Lot 1, a distance of 856.13 feet to a 1/2 inch rebar capped "ARTHUR" found for the southwest corner of said Lot 1, same being a point on the north line of the north line of a tract of land described to Tri Pointe Homes DFW, LLC and First Texas Homes, Inc. by deed recorded in Instrument Number 2022-41071, Official Public Records, Denton County, Texas;

THENCE South 89 degrees 54 minutes 58 seconds West, with the north line of said Tri Pointe Homes tract, a distance of 1002.44 feet to a point for the southeastern most corner of a tract of land described to Amanda Noles Nelson by deed recorded in Instrument Number 2013-92845, Official Public Records, Denton County, Texas from which a PK nail on a post found bears North 08 degrees 47 minutes 43 seconds East, a distance of 2.1 feet;

THENCE North 00 degrees 03 minutes 32 seconds West, departing the north line of said Tri Pointe Homes tract, with the east line of said Nelson tract, a distance of 845.31 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of said Nelson tract, same being a point on the south right-of-way line of said Jackson Road;

THENCE North 89 degrees 18 minutes 05 seconds East, with the south right-of-way line of said Jackson Road, a distance of 1006.90 feet to THE POINT OF BEGINNING and containing 845,644 square feet or 19.620 acres of land, more or less



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT:
Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to Section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 12 concrete pours, concrete pumps, and generators to run pumps and lights related to construction of a new multifamily development located at 3309 N Bonnie Brae St; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 2:00 a.m. to 7:00 a.m., with sound not to exceed 91 decibels; and providing an effective date.

BACKGROUND:
The City of Denton has a regulation on construction time within Section 17-20 of the Code of Ordinances. This chapter limits construction activity to no earlier than 6 am (June 1 – Sept 30) and 7 am (October 1-May 31) Monday through Friday, 8 am on Saturdays, and 1 pm on Sundays, but provides City Council the discretion to issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience.

Brandon Cobb, Project Manager for JPI Construction, LLC, has requested an exception to the noise ordinance beginning October 1, 2025, through December 31, 2025. The request would be to increase the available hours of construction from 2:00 am to 7:00 am to provide for concrete pours for the multifamily construction project. The 12 concrete pour locations are at least 260 feet from any residential area. Construction activities will be at a minimum, 100 feet from Bronco Way. The request is to allow for the subcontractor crews to pour concrete at an earlier time of the day in order to prevent injury to the concrete and reduce the number of pours made.

The impact on the development would be a significant delay in completion of the project and would add additional days of large concrete trucks on site.

There are approximately 12 pours to conduct during the above hours. Exhibit 4 describes the sequences of the activity, and as construction continues, JPI Construction crews will be increasing the distance between the construction activity and the nearest residential area, further reducing any potential impact. Exhibit 6 shows the level of sound at the nearest residential home to be under the average room noise.

OPTIONS
1. Approve
2. Approve with conditions
3. Deny
4. Postpone the item

RECOMMENDATION:
Staff recommends approval based on the construction activity having a small impact on neighboring residential areas.

DEVELOPER ENGAGEMENT DISCLOSURES
No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Aerial Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Request Backup
Exhibit 7 - Noise Ordinance Exception

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

Prepared by:
Emily Loiselle
Deputy Building Official

Docusign Envelope ID: 3C85B6C3-B713-42D2-B720-9963B0894BBA

Items Required with Special Permit Request

A request should be sent to the Deputy Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

i. **Provide the name of the development and address**
   a. Denton Bonnie Brae: 3309 N. Bonnie Brae St. Denton, Texas 76207

ii. **Description of construction activities being performed outside of allowed hours including the hours requested**
   a. The construction activities that will be performed outside of the allowed hours will be concrete trucks entering and exiting the jobsite, concrete pumps running and pumping concrete, and generators running to power pumps and lights. We would like for the start time to be extended to 4am.

iii. **State the date range or specific dates when the construction activities are planned to occur**
   a. Expected start date: 8/25/25 and end date: 11/30/25

iv. **Describe the urgent necessity for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance**
   a. This activity is urgent to this project to avoid pouring during the hottest parts of the day. Without this extended early pour time we would potentially have to double the number of pours, thus extending the duration for completing the concrete scope.

v. **Explain the plans to minimize the noise impact on the surrounding properties**
   a. We plan to rout the traffic from concrete trucks entering and exiting our jobsite through the entrance that will have the least impact on the surrounding properties. We will also pour at locations that are closest to the impacted properties during the normally accepted working hours.

vi. **State the proximity of the site to the nearest properties**
   a. The property that is closes to our jobsite is 250’ to our property line. At this distance the decibel level is expected to be roughly 60-70dBA when outdoors and 40-50dBA when indoors, which is comparable to background noise in a quiet office.

Docusign Envelope ID: 3C85B6C3-B713-42D2-B720-9963B0894BBA

Items Required with Special Permit Request

vii. Describe plans to notify and solicit feedback from surrounding property owners

a.

viii. Provide an aerial map of the development area

a. See Bonnie Brea Areal Map attached

ix. Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours

a. See Bonnie Brae-Paving and Bonnie Brae-Foundation pours attached

x. It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.

a. Fliers will be distributed to residents within a 500' radius. These fliers will contain pour schedules as well as contact information to site superintendents.

DocuSigned by:
Brandon Cobb
E52ED686A6F34FE...
9/18/2025 | 8:38 AM PDT

Certificate Of Completion

Envelope Id: 3C85B6C3-B713-42D2-B720-9963B0894BBA
Status: Completed
Subject: Complete with Docusign: Bonnie Brea Working hour extension request checklist.docx
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Brandon Cobb
12250 El Camino Real
San Diego, CA 92130
Brandon.Cobb@jpi.com
IP Address: 4.42.55.166

Record Tracking

Status: Original
9/18/2025 8:37:59 AM
Holder: Brandon Cobb
Brandon.Cobb@jpi.com
Location: DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

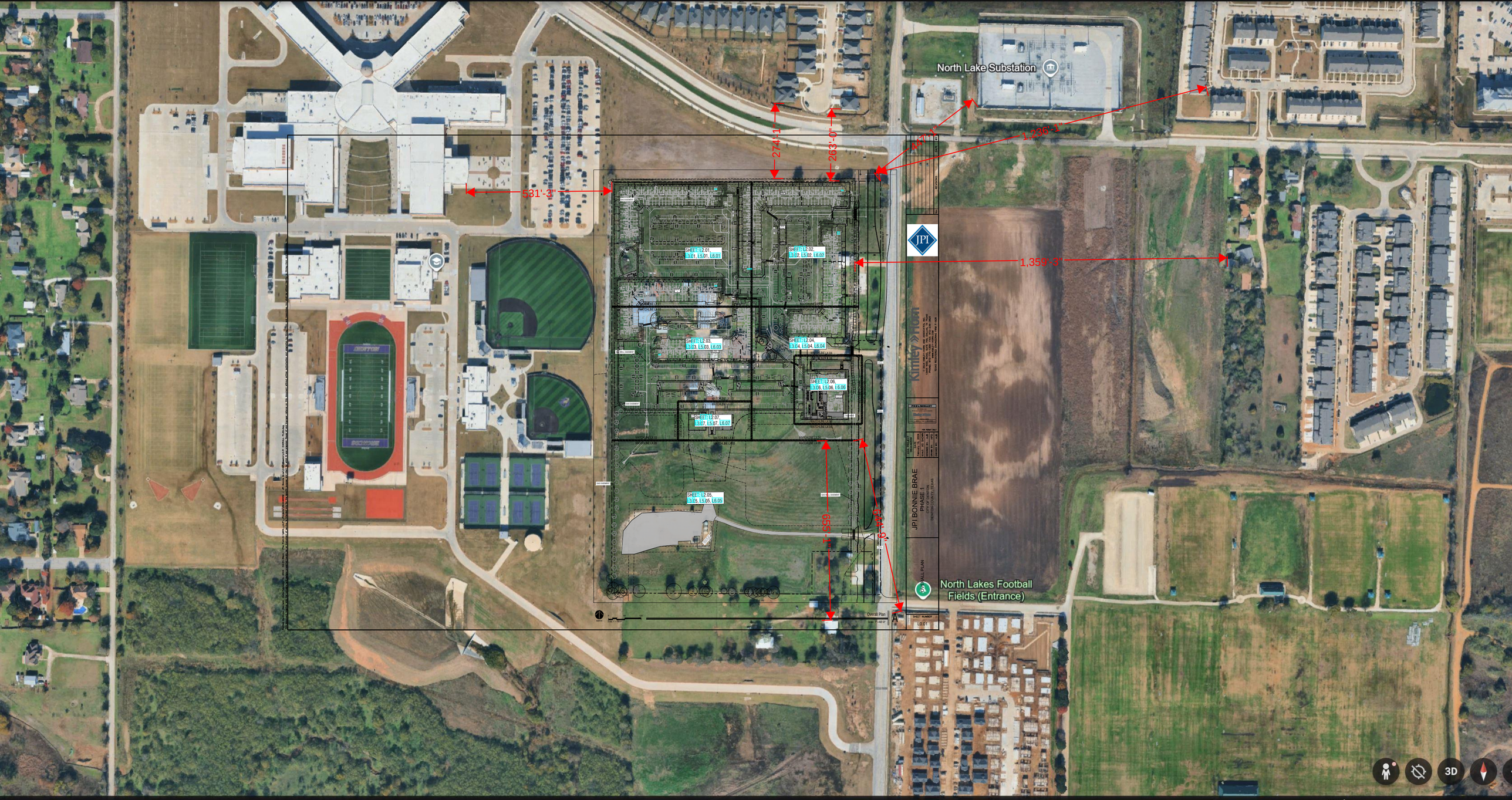
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/18/2025 8:38:36 AM
Signing Complete	Security Checked	9/18/2025 8:38:42 AM
Completed	Security Checked	9/18/2025 8:38:42 AM

Payment Events	Status	Timestamps


North Lake Substation
1,236' 3"
274'-1"
263'-0"
531'-3"
1,359' 3"
655' 3"
North Lakes Football Fields (Entrance)
JPI BONNIE BRAE PHASE 1
Kimley»Horn
3D
11/26/2023
400 ft
Camera: 5,567 ft
33°14'55"N 97°09'4

SYMBOL LEGEND - SITE PLAN

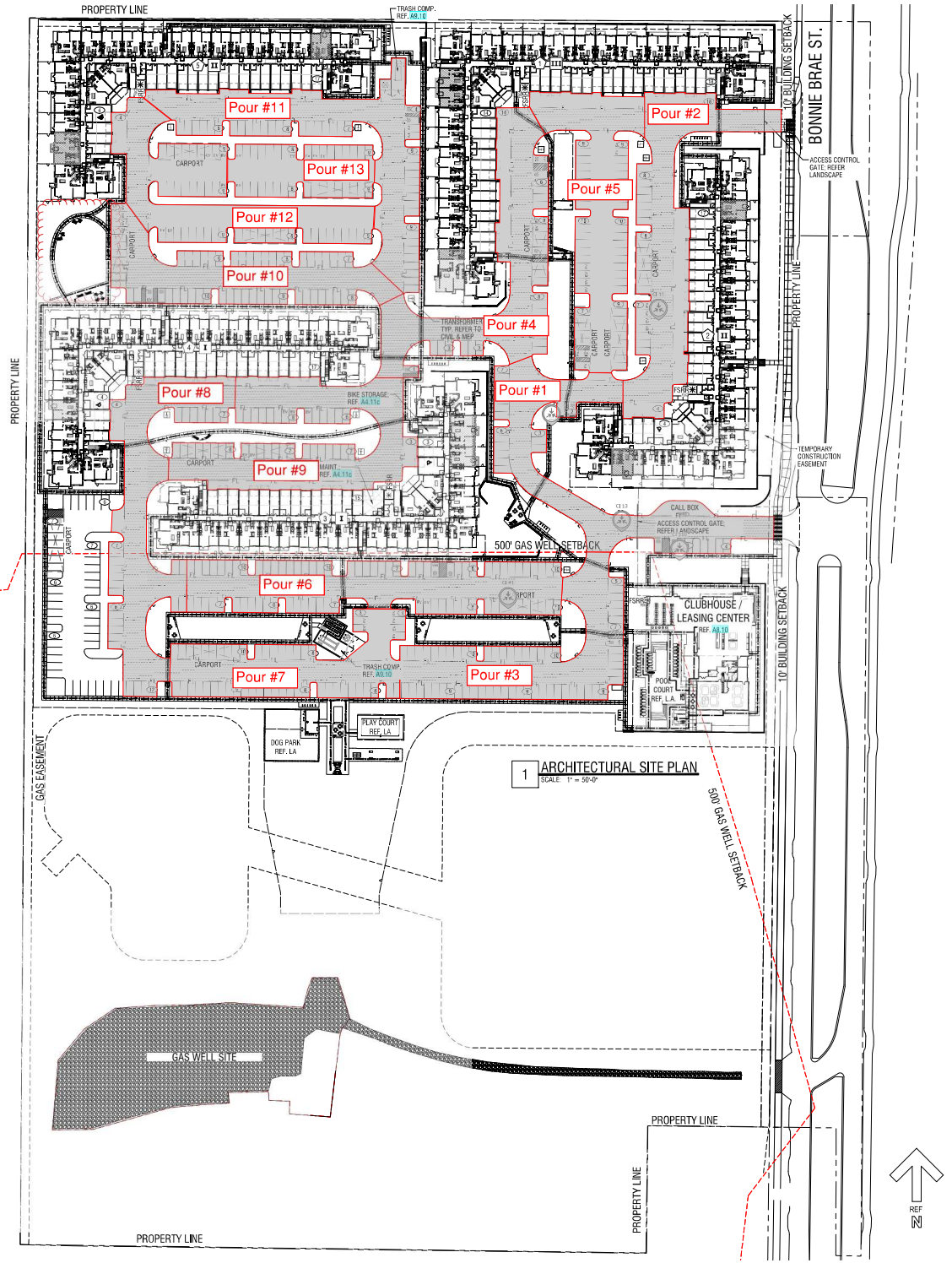
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- LANDSCAPE SETBACK LINE
- EASEMENT / ROW LINE
- PROPERTY LINE
- ACCESSIBLE ROUTE
- SETBACK LINE
- RETAINING WALL, REF. TO CIVIL
- FIRE SEPARATION DISTANCE
- BUILDING TYPE
- BUILDING NUMBER
- PARKING SPACES PER BAY
- FIRELANE - REF TO CIVIL FOR STRIPING REQUIREMENTS
- ACCESSIBLE PARKING SPACE
- VAN ACCESSIBLE SPACE
- EV ELECTRIC VEHICLE CHARGING SPACE
- CARPORT; REFER A9.11d
- FIRE SPRINKLER RISER ROOM LOCATION
- ARGUNIT AT GROUND FLOOR
- TRANSFORMER
- FDC FIRE DEPARTMENT CONNECTION

FIRE DEPARTMENT - NOTES

1. WHERE REQUIRED BY CODE, BUILDINGS ARE TO BE PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM.
2. FIRE APPARATUS ACCESS IS REQUIRED TO BE UNOBSTRUCTED, NOT LESS THAN 20'-0" IN WIDTH, 14'-0" CLEAR HEIGHT, NO TIRED OR MOVING GATE SECTION SHALL INTERFERE WITH MINIMUM FIRE DEPT. ACCESS WIDTH, TURNING RADII OR OTHERWISE IMPEDE APPARATUS MOVEMENT OR USE OF FIRE HYDRANTS ETC.
3. CENTRAL STATION MONITORING OR THIRD PARTY MONITORING AS APPROVED BY FIRE DEPARTMENT (OR THE SPRINKLER SYSTEM IS REQUIRED PER NFPA CODE), FIRE DEPARTMENT CONNECTION FOR A BUILDINGS SPRINKLER SYSTEM IS TO COMPLY WITH ALL APPLICABLE CODES.
4. FIRE LANE STRIPING, PLAQUES, AND/OR SIGNAGE SHALL MEET LOCAL FIRE DEPARTMENT REQUIREMENTS.
5. THE GENERAL CONTRACTOR IS TO COORDINATE FIRE DEPARTMENT CONNECTION (FDC) LOCATIONS WITH THE AUTHORITY HAVING JURISDICTION AND ARCHITECT.
6. FIRE DEPARTMENT APPROVED SECURED KEY BOX SHALL BE PROVIDED AT THE MAIN GATES AND AREAS WHERE REQUIRED BY THE FIRE DEPARTMENT. THE GENERAL CONTRACTOR IS TO CONFIRM NUMBER AND COORDINATE LOCATIONS WITH LOCAL FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.

SITEPLAN - NOTES

1. THIS SITE PLAN IS FOR REFERENCE ONLY - REFER TO CIVIL FOR SITE ELEVENT AND BUILDING POSITION DIMENSIONAL CONTROL.
2. DEVELOPMENT AND USE OF THIS SITE MUST CONFORM WITH ALL APPLICABLE CODES AND ORDINANCES.
3. REFER TO SHEET A1.01 FOR PARKING TABULATIONS.
4. REFER TO CIVIL ENGINEERING:
   - CONSTRUCTION DRAWINGS FOR ALL SITE RELATED HANDICAPPED ACCESS ELEMENTS INCLUDING RAMPS AND SIGNAGE; PROVIDE RAMPS, PARKING DESIGNATION, SPACES AND SIGNAGE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES.
   - CONSTRUCTION DOCUMENTS FOR WALK, GRADING AND FINISHED FLOOR ELEVATIONS.
   - DRAWINGS FOR ALL SITE PARKING CONFIGURATIONS AND FOR ALL PUBLIC WALK (DETAILS AND LAYOUTS), SCREENING, AND SIGN LOCATIONS.
5. REFER TO LANDSCAPE/ARCHITECT:
   - CONSTRUCTION DOCUMENTS FOR POOL DECK, POOL FENCING AND POOL AREA ENTRY GATE CONFIGURATION.
   - FOR SITE FENCING, GATE LOCATIONS AND DETAILS.
6. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR CONDENSERS AND ELECTRICAL TRANSFORMER LOCATIONS.
7. ALL ROOFTOP EQUIPMENT AND SATELLITE DISHES SHALL BE SCREENED TO THE HEIGHT OF THE TALLEST EQUIPMENT.
8. ALL SERVICE AREAS SHALL BE SCREENED TO CONCEAL TRASH CONTAINERS, GAS METERS, LOADING DOCKS, TRANSFORMERS, BACKFLOW PREVENTERS AND OTHER MECHANICAL OR ELECTRICAL EQUIPMENT FROM EYE LEVEL ADJACENT TO ALL PUBLIC STREETS.
9. SIDEWALK SLOPES SHALL NOT EXCEED 5% AND CROSS SLOPES NOT TO EXCEED 2%. (REF. CIVIL)
10. SHOULD SIDEWALK SLOPES EXCEED 5% WALK WILL BE CONSIDERED A RAMP AND BY REQUIRED TO HAVE HANDRAILS ON EACH SIDE AS WELL AS LEVEL (2%) LANDINGS AT THE TOP AND BOTTOM OF RAMP FOR A DISTANCE OF 60" BEYOND THE EXTENT OF THE RAMP.
11. ALL ACCESSIBLE BUILDING ENTRANCES SHALL HAVE NO MORE THAN A 2% SLOPE FOR A DISTANCE OF 60" PERPENDICULAR TO THE DOOR INCLUDING AN 18" MANEUVERING CLEARANCE ON PULL SIDE OF DOORS.
12. PROVIDE 18" MANEUVERING CLEARANCE ON PULL SIDE OF ALL PEDESTRIAN GATES AND 12" MANEUVERING CLEARANCE ON THE PUSH SIDE. MAINTAIN GROUND SLOPE AT 2%.
13. A 42" HIGH GUARDRAIL, MEASURED FROM FINISH FLOOR OF WALKING SURFACE, SHALL BE PLACED ALONG WALKING SURFACE MORE THAN 30" ABOVE THE ADJACENT GRADING.



10000 NORTH CENTRAL EXPWY.
SUITE 1045
DALLAS, TEXAS 75231
469.677.0079

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VISION+ ARCHITECTURE STUDIO

REGISTERED ARCHITECT ROBERT PRITCHETT 19254 STATE OF TEXAS

FEBRUARY 12, 2024

JEFFERSON BONNIE BRAE

DENTON, TX.

PROJECT ADDRESS: BONNIE BRAE STREET

JPI

Issued for: PERMIT II

Revisions:

#	DATE	COMMENTS

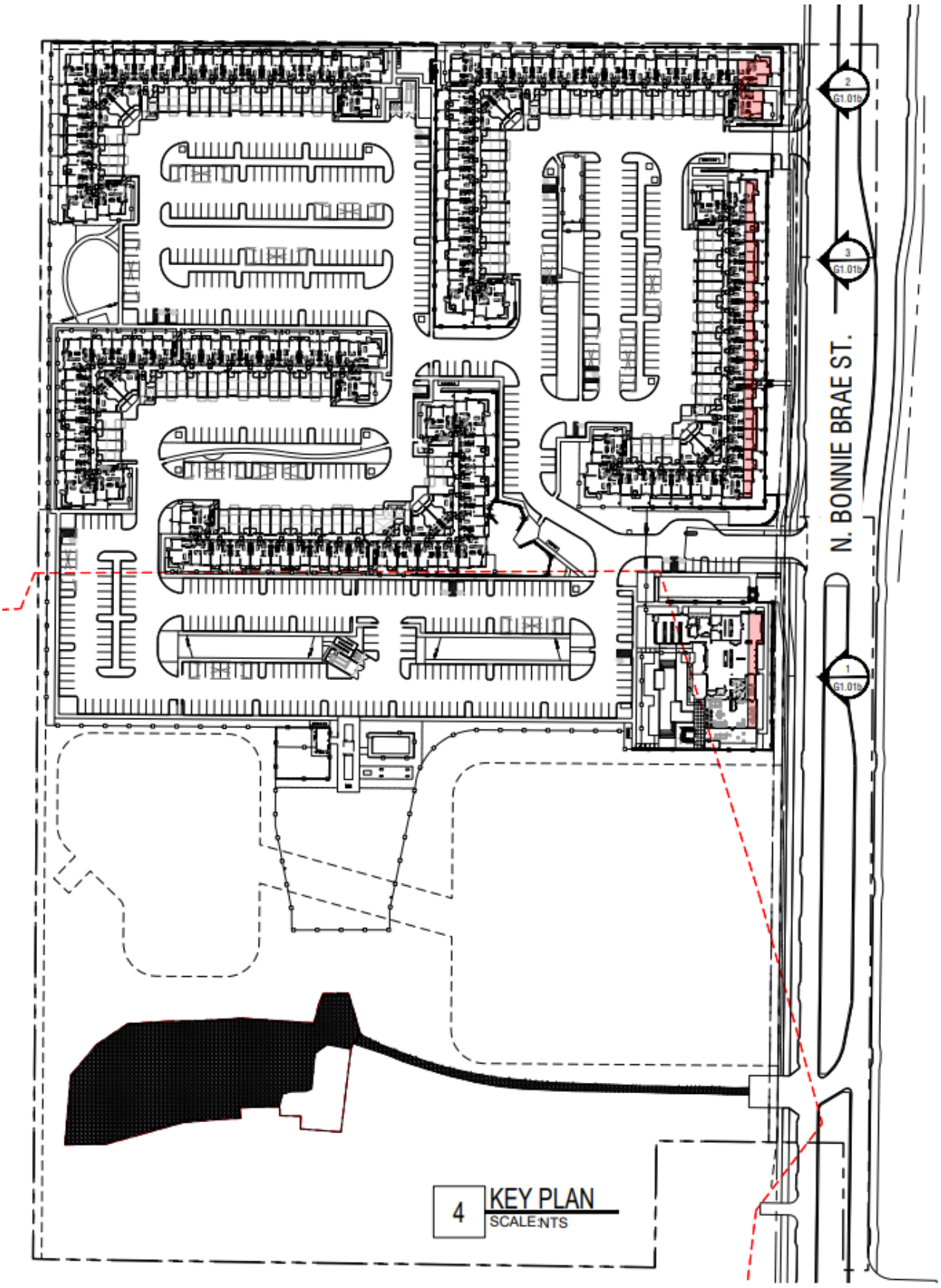
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DRAWN BY: AK
CHECKED BY: RPP
DATE: FEBRUARY 12, 2024

SHEET NUMBER:

A1.01

SHEET TITLE:

ARCHITECTURAL SITE PLAN



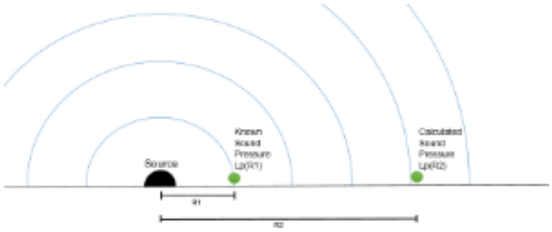
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SCALE:NTS

Sound Attenuation Calculator - Inverse Square Law

The formula to calculate sound attenuation over distance for a **point source** is:

$Lp(R2) = Lp(R1) - 20\text{-}Log_{10}(R2/R1)$

Where:
Lp(R1) = Known sound pressure level at the first location (typically measured data or equipment vendor data)
Lp(R2) = Unknown sound pressure level at the second location Location
R1 = Distance from the noise source to location of known sound pressure level
R2 = Distance from noise source to the second location



Known sound pressure level (dB(A))

91

Select Metric or Imperial Units:

- ○ Metric
- ◉ Imperial

Distance from source for known sound pressure level (R1) (ft)

1

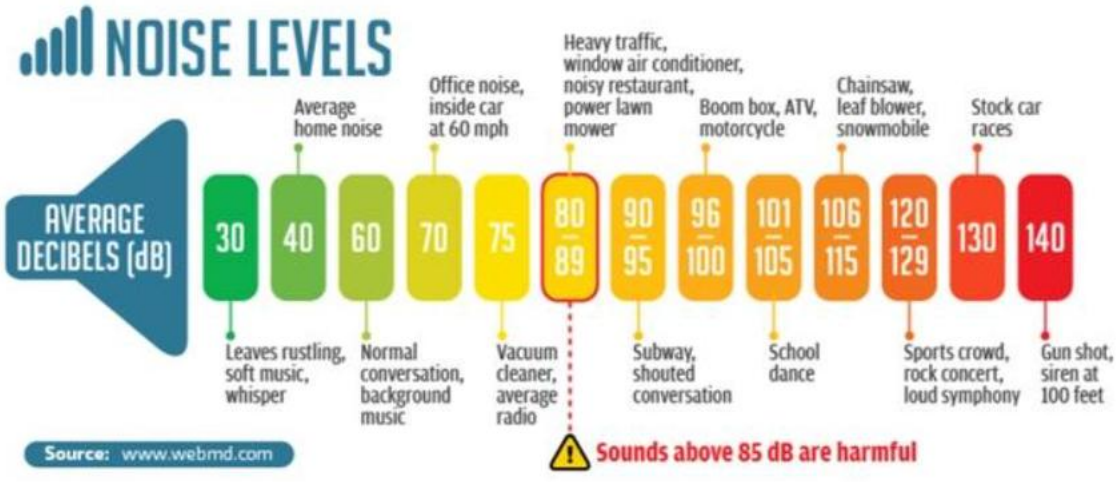
Tested sound pressure levels are commonly given at 1m or 3ft (R1)

Distance from source to position R2 (ft)

200

Attenuated sound pressure level (dB(A))

45.0



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING JPI CONSTRUCTION, LLC A NOISE EXCEPTION PURSUANT TO SECTION 17-20(c)(3)(f) OF THE CITY OF DENTON CODE OF ORDINANCES WITH RESPECT TO SOUND LEVELS AND HOURS OF OPERATION FOR APPROXIMATELY 12 CONCRETE POURS, CONCRETE PUMPS, AND GENERATORS TO RUN PUMPS AND LIGHTS RELATED TO CONSTRUCTION OF A NEW MULTIFAMILY DEVELOPMENT LOCATED AT 3309 N BONNIE BRAE ST; GRANTING AN INCREASE IN SOUND LEVELS AND A VARIANCE IN THE HOURS OF OPERATION WHICH MAY BE AFFECTED BY WEATHER, FROM 2:00 A.M. TO 7:00 A.M., WITH SOUND NOT TO EXCEED 91 DECIBELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels and/or hours of operation when there is urgent necessity and in the interest of public safety and convenience; and

WHEREAS, JPI Construction, LLC ("JPI") is the general contractor for a new multifamily development currently under construction at 3309 N Bonnie Brae Street and has submitted an application for exception pursuant to Section 17-20(c)(3)(f) to permit approximately twelve (12) instances of Subject Construction Activity (defined below) to occur between October 1, 2025 through December 31, 2025, from 2:00 A.M. to 7:00 A.M at the approximate locations depicted on the foundation pours map attached hereto as Exhibit A; and

WHEREAS, the Subject Construction Activity consists of concrete trucks entering and exiting the jobsite, concrete pumps running and pumping concrete, and generators running to power pumps and lights; and

WHEREAS, the Subject Construction Activity will occur at least 260 feet from any residential areas, and minimal activities will occur within 200 feet of Bronco Way; and

WHEREAS, the City Council of the City of Denton, in considering the application for exception from the noise ordinance, has determined that the Subject Construction Activity is of urgent necessity and is in the interest of public safety and convenience, and accordingly, is of the opinion that said noise exception should be granted as set forth herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. Pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances, JPI is hereby granted an exception to said section's prohibition on the erection, excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton is granted only in connection with the completion of approximately 12 instances of Subject Construction Activity as shown on the foundation pour map exhibit attached hereto as Exhibit A for a new multifamily development at 3309 N Bonnie Brae Street, the following months (weather permitting): the months of October 2025, November 2025, and December 2025.

2. JPI agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the Subject Construction Activity.

3. Under no circumstances shall JPI start construction earlier than 2 A.M. on any day.

4. Under no circumstances shall JPI use construction equipment that exceeds 91 dba when measured from the perimeter of the source as measured by an approved measuring instrument.

5. JPI agrees provide notice of the exception to the noise ordinance to homeowners within 500 feet of the Subject Construction Activity and JPI will provide contact information for onsite representative of JPI to address concerns and provide information related to the Subject Construction Activity.

SECTION 3. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any advance warning, hearing, or compensation, for any reason at all, or for no reason.

SECTION 4. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20(c)(3)(f) of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with the construction activity, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 5. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the street pours on or before January 1, 2026, unless sooner repealed, modified, or rescinded.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon

Exhibit A

Foundation Pour Map for Subject Construction Activity at 3309 N. Bonnie Brae St.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 14, 2025**

SUBJECT

Consider adoption of an ordinance adopting a schedule of fees for the Denton Fire Department; superseding all prior fees in conflict with such schedule; providing severability; providing a repealer; and establishing an effective date.

BACKGROUND

The City Council adopted a rate ordinance on September 16, 2025 to update the Fire Department schedule of fees. During implementation of the rate ordinance, staff determined the adopted "Exhibit A" included clerical errors which require correction. Notably, the rates within the Emergency Medical Services section were inadvertently misaligned by one-line on the exhibit. There is no change to rates as previously presented and discussed with City Council on August 19th. This update will only correct the clerical errors on the prior ordinance exhibit.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Fire Fee Schedule Corrections (Redline)
Exhibit 3 - Fire Fee Schedule Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-8127

ORDINANCE NO.

AN ORDINANCE ADOPTING A SCHEDULE OF FEES FOR THE DENTON FIRE DEPARTMENT; SUPERSEDING ALL PRIOR FEES IN CONFLICT WITH SUCH SCHEDULE; PROVIDING SEVERABILITY; PROVIDING A REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denton has been presented with a new Denton Fire Department Fee Schedule which is attached hereto and made a part hereof as Exhibit "A" (the "Fire Fee Schedule"); and

WHEREAS, the Fire Fee Schedule has been determined after confirming that the fees recover costs expended to operate applicable fire facilities and services; and

WHEREAS, the City Council finds that the fees imposed by the attached Fire Fee Schedule are in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The Fire Fee Schedule set forth in Exhibit "A" attached hereto and incorporated herein as though set forth in full, is hereby adopted and approved.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules are hereby superseded and repealed, but only insofar as the portion of such prior ordinance shall be in conflict; and as to all other sections of the ordinance not in direct conflict herewith, this ordinance shall be and is hereby made cumulative except as to such prior ordinances or portions thereof as are expressly repealed hereby.

SECTION 5. This ordinance shall become effective immediately after its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____; the Ordinance was passed and approved by the following vote [____ - ____]:

	Aye	**Nay**	**Abstain**	**Absent**
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____

Brandon Chase McGee,
At Large Place 5: _____ _____ _____ _____

Jill Jester, At Large Place 6: _____ _____ _____ _____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____

GERARD HUDSPETH, MAYOR

ATTEST:

~~LAUREN THODEN~~INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT "A"

Fire Department Fee Schedule
General Fund
Effective October ~~1~~14, 2025

Emergency Medical Services (EMS)

EMS Procedures		
Advanced Life Support (ALS) 1 Emergency Base Rate	$	1026.00
ALS 2 Emergency Base Rate	$	1080.00
ALS Supplies- Intubation	$	~~900.00~~100.00
ALS Supplies- IO Infusion	$	~~100.00~~262.25
ALS Supplies-Surgical Airway	$	~~262.25~~314.75
Basic Life Support (BLS)Base Rate	$	~~314.75~~944.00
EKG Interpretation	$	~~944.00~~260.00
IV-Administration / Therapy	$	~~260.00~~258.00
Medical Records Request	$	~~258.00~~40.00
Oxygen Administration & Supplies	$	~~40.00~~119.00
Transport Mileage per mile	$	~~119.00~~15.00
Treatment/ No Transportation ALS	$	~~15.00~~200.00
Treatment/ No Transportation BLS	$	~~200.00~~100.00

EMS Medications		
Acetaminophen Elixer 160 mg/5ml	$	2.59
Adenocard 6 MG/2ML ANSYR Syringe	$	17.50
Amiodarone 150mg, 3ml vial	$	10.08
Aspirin Children's Chewable 81 MG	$	0.39
Atropine 1MG 10ML	$	16.50
Calcium Gluconate, 100 mg/ml, 10 ml	$	15.90
Cyanokit (Hydroxocobalamin)	$	1174.00
Dextrose 10% 25GM 250ML Bag	$	19.00
Dextrose 25% 10ML Pre-Filled Syringe	$	18.50
Dextrose 50% 25GM 50ML	$	17.10
Diltiazem 25 mg, 5 ml vial	$	7.24
Diphenhydramine 50 MG	$	3.60
Epinephrine 1:1000 1 ML AMPULE	$	25.80
Epinephrine 1:10000 1MG 10ML	$	12.40
Fentanyl	$	3.96
Furosemide 40MG 4ML	$	17.00
Glucagon 1 MG Lilly Kit Red Box	$	207.10
Insta-Glutose 31GM 15GM	$	4.61
Ipratropium bromide 0.5Mg/Albuterol 3.0MG	$	0.39
Ketamine 50mg/ml, 10 ml vial	$	13.73

Lidocaine 2% 100MG 5ML Luer Jet	$	24.45
Lidocaine 2% 5ML Jelly	$	9.04
Magnesium Sulfate 1GM 2ml 5GM, 10ml	$	3.98
Metoclopramide 5mg/ml, 2ml	$	1.90
Midazolam 1 Mg/ML	$	2.06
Morphine sulfate	$	2.81
Naloxone 2MG 2ML	$	40.26
Nitro Single Dose Packet-GoNitro .4MG	$	6.51
Nitro spray 90 0.4 MG Metered Dose	$	2.27
Ondansetron 4MG 2ML Vial	$	2.06
Ondansetron ODT 4mg tablet	$	0.39
Promethazine 25MG	$	2.55
Rocuronium 10MG/ML, 10ML Vial	$	10.10
Sodium bicarbonate 8.4% 50ML	$	19.70
Thiamine 100Mg/ML 2ML	$	13.37
Tranexamic Acid 100 mg/ml, 10 ml vial	$	36.52
Vecuronium 10 ML	$	26.69

Emergency Standby

Ambulance Standby	$	150.00

The city shall charge an Emergency Ambulance Standby fee of $150.00 per hour with a four hour minimum for the use of two City of Denton emergency paramedics and ambulance for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time, and counts toward the four hour minimum. Emergency standby scheduling must be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Paramedic Standby	$	75.00

The city shall charge an Emergency Paramedic Standby fee of $~~60.00~~75.00 per hour for the use of any City of Denton emergency paramedic for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time. The approval of a paramedic standby has to be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Medical Assistance	$	250.00

Medical Assistance provided to non-emergency ambulance providers operating within the City of Denton, or the departments jurisdiction.

Lift Assistance	$	500.00

The city shall charge a fee for lift assists, performed for any reason, at an assisted living facility or skilled nursing facility.

Fire Prevention

Inspections

Hood (per system)	$	35.00
Fire Alarm (per alarm panel)	$	35.00
Sprinkler (per each sprinkler riser)	$	35.00
Fire Pump (per pump)	$	35.00
First Reinspection Fee 1 to 3,000	$	50.00
First Reinspection Fee 3,001 to 24,000	$	75.00
First Reinspection Fee 24,001 to 100,000	$	100.00
First Reinspection Fee over 100,000	$	125.00
Subsequent ~~Follow Up~~ Reinspection Fee 1 to 3,000	$	100.00
Subsequent ~~Follow Up~~ Reinspection Fee 3,001 to 24,000	$	150.00
Subsequent ~~Follow Up~~ Reinspection Fee 24,001 to 100,000	$	200.00
Subsequent ~~Follow Up~~ Reinspection Fee over 100,000	$	250.00
Permit Reinspection Fee	$	50.00
After Hours Inspection Request (per hour, two-hour minimum)	$	183.00
False Alarm Calls	$	75.00

Operational Permits

Operational Permits	$	200.00
~~Permit Reinspection Fees~~	~~$~~	~~50.00~~
Temporary Membrane Structures and Tents	$	35.00

Construction Permits

Construction Fees	$	200.00
Temporary Membrane Structures and Tents	$	35.00

EMS Training

American Heart Association Cardiopulmonary Resuscitation (CPR)	$	50.00
American Heart Association CPR Skills Testing Only	$	25.00

Training Facility

Tower rental, half day (4 hours) without live burn	$	348.00
Tower rental, full day (8 hours) without live burn	$	696.00
Tower rental, half day (4 hours) with Class B live burn	$	700.00
Tower rental, full day (8 hours) with Class B live burn	$	1,400.00
Phase 5 live burn at training facility, half day (4 hours) (2 burns)	$	1,353.00
Phase 5 live burn at training facility, full day (8 hours) (4 burns)	$	2,707.00

Class B live burn at training facility, half day (4 hours) (2 burns)	$	683.00
Class B live burn at training facility, full day (8 hours) (4 burns)	$	1,366.00
Roof Prop without oriented strand board (OSB), half day (4 hours)	$	335.00
Roof Prop with OSB supplied, half day (4 hours)	$	588.00
Self-Contained Breathing Apparatus Course, half day (4 hours)	$	335.00
Additional OSB per sheet	$	24.00
Flashover Chamber Fee	$	175.00
Cancellation Fee (if within 48hrs. of event)		25% of Scheduled Cost

Hazardous Materials Reimbursement

Apparatus

Engine	$	242.00
Hazmat Truck	$	641.00
Ambulance	$	150.00
Brush	$	255.00
Decontamination Truck	$	255.00
Battalion Chief Truck	$	98.00
Aerial Apparatus	$	298.00

Suit

Level A	$	1,300.00
Level A w/flash	$	3,500.00
Level B, Basic	$	150.00
Level B, Durachem	$	2,000.00
Level C	$	80.00

Supplies

Absorbent - per 50lb. bag	$	8.00
Barrels (55gal)	$	50.00
~~Booms~~	~~$~~	~~40.00~~
Boot Covers	$	20.00
Brooms	$	~~20.00~~45.00
Butyl Gloves	$	40.00
Chemtape	$	30.00
Diatomaceous Earth - per 50lb. bag	$	70.00
Disposal	$	500.00
Disposal Bags	$	6.00
Disposal Bags - CS	$	300.00
Drum Liners	$	10.00
Duct Tape	$	10.00
Flares	$	3.00
Foam - per 5 gal.	$	200.00

Grounding Rod	$	20.00
HazMat Boots (pair)	$	100.00
Kevlar Gloves (pair)	$	10.00
Microblaze - per pint	$	8.00
Microblaze - per gal.	$	64.00
Nitrile Gloves (pair)	$	15.00
Plug n' dike	$	15.00
Pools	$	15.00
Pump Spray	$	60.00
Respirator	$	45.00
Salvage Cover	$	100.00
Shovel	$	30.00
Sorbent Pads	$	1.00
Sorbent Pads - BDL	$	100.00
Sorbent Pillows	$	4.00
Sorbent Pillows - CS	$	40.00
Vermeculite	$	15.00
Wooden Plug	$	15.00
Flow Stop Plug	$	150.00

Overpacks

20 Gallon Poly	$	55.00
30 Gallon Poly	$	70.00
65 Gallon poly	$	180.00
95 Gallon Poly	$	195.00
8 Gallon Steel	$	85.00
15 Gallon Steel	$	85.00
30 Gallon Steel	$	105.00
55 Gallon Steel	$	110.00
85 Gallon Steel	$	185.00

Fire Special Events Rates

Rank	**Rate/Per Hour**	
Firefighter	$	68.00
Driver	$	80.00
Lieutenant	$	88.00
Captain	$	96.00
Battalion Chief	$	108.00
Emergency Management Program Manager	$	154.00
Emergency Management Specialist	$	90.00
Deputy Fire Marshal I	$	91.00
Deputy Fire Marshal II	$	113.00
40hr Lieutenant	$	125.00

40hr Captain	$	136.00
40hr Battalion Chief	$	154.00
Assistant Fire Marshal	$	136.00
Fire Marshal	$	154.00
Ambulance Standby (Apparatus Only)	$	50.00

Ambulance Standby is for a minimum of 4 hours. Rate for Ambulance Standby requires the apparatus to be staffed by a minimum one Driver and one Firefighter or higher rank based on the personnel rate table.

Gas Leaks (Natural)

Level 1 (Natural gas leak outside without fire)
Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct monitoring to determine control zones. Remove ignition sources from the area, consider nonintervention strategy if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 2 (Natural gas leak outside with fire)
Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 3 (Natural gas leak inside structure)
Description: Significant danger to life, property, and the environment, leak is typically, difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

ORDINANCE NO.

AN ORDINANCE ADOPTING A SCHEDULE OF FEES FOR THE DENTON FIRE DEPARTMENT; SUPERSEDING ALL PRIOR FEES IN CONFLICT WITH SUCH SCHEDULE; PROVIDING SEVERABILITY; PROVIDING A REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted a Denton Fire Department Fee Schedule on September 16, 2025; and

WHEREAS, the fees as presented to City Council prior to such adoption were accurate, but the adopted schedule had a clerical error so that the fees were not correct; and

WHEREAS, the City Council of the City of Denton has been presented with a new Denton Fire Department Fee Schedule which is attached hereto and made a part hereof as Exhibit "A" (the "Fire Fee Schedule"); and

WHEREAS, the Fire Fee Schedule has been determined after confirming that the fees recover costs expended to operate applicable fire facilities and services; and

WHEREAS, the City Council finds that the fees imposed by the attached Fire Fee Schedule are in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The Fire Fee Schedule set forth in Exhibit "A" attached hereto and incorporated herein as though set forth in full, is hereby adopted and approved.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules are hereby superseded and repealed, but only insofar as the portion of such prior ordinance shall be in conflict; and as to all other sections of the ordinance not in direct conflict herewith, this ordinance shall be and is hereby made cumulative except as to such prior ordinances or portions thereof as are expressly repealed hereby.

SECTION 5. This ordinance shall become effective immediately after its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____; the Ordinance was passed and approved by the following vote [____ - ____]:

	Aye	**Nay**	**Abstain**	**Absent**
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____

Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____ Digitally signed by Susan Keller Date: 2025.09.30 22:04:47 -05'00'

EXHIBIT "A"

Fire Department Fee Schedule
General Fund
Effective October 14, 2025

Emergency Medical Services (EMS)

EMS Procedures		
Advanced Life Support (ALS) 1 Emergency Base Rate	$	1026.00
ALS 2 Emergency Base Rate	$	1080.00
ALS Supplies- Intubation	$	100.00
ALS Supplies- IO Infusion	$	262.25
ALS Supplies-Surgical Airway	$	314.75
Basic Life Support (BLS)Base Rate	$	944.00
EKG Interpretation	$	260.00
IV-Administration / Therapy	$	258.00
Medical Records Request	$	40.00
Oxygen Administration & Supplies	$	119.00
Transport Mileage per mile	$	15.00
Treatment/ No Transportation ALS	$	200.00
Treatment/ No Transportation BLS	$	100.00

EMS Medications		
Acetaminophen Elixer 160 mg/5ml	$	2.59
Adenocard 6 MG/2ML ANSYR Syringe	$	17.50
Amiodarone 150mg, 3ml vial	$	10.08
Aspirin Children's Chewable 81 MG	$	0.39
Atropine 1MG 10ML	$	16.50
Calcium Gluconate, 100 mg/ml, 10 ml	$	15.90
Cyanokit (Hydroxocobalamin)	$	1174.00
Dextrose 10% 25GM 250ML Bag	$	19.00
Dextrose 25% 10ML Pre-Filled Syringe	$	18.50
Dextrose 50% 25GM 50ML	$	17.10
Diltiazem 25 mg, 5 ml vial	$	7.24
Diphenhydramine 50 MG	$	3.60
Epinephrine 1:1000 1 ML AMPULE	$	25.80
Epinephrine 1:10000 1MG 10ML	$	12.40
Fentanyl	$	3.96
Furosemide 40MG 4ML	$	17.00
Glucagon 1 MG Lilly Kit Red Box	$	207.10
Insta-Glutose 31GM 15GM	$	4.61
Ipratropium bromide 0.5Mg/Albuterol 3.0MG	$	0.39
Ketamine 50mg/ml, 10 ml vial	$	13.73

Lidocaine 2% 100MG 5ML Luer Jet	$	24.45
Lidocaine 2% 5ML Jelly	$	9.04
Magnesium Sulfate 1GM 2ml 5GM, 10ml	$	3.98
Metoclopramide 5mg/ml, 2ml	$	1.90
Midazolam 1 Mg/ML	$	2.06
Morphine sulfate	$	2.81
Naloxone 2MG 2ML	$	40.26
Nitro Single Dose Packet-GoNitro .4MG	$	6.51
Nitro spray 90 0.4 MG Metered Dose	$	2.27
Ondansetron 4MG 2ML Vial	$	2.06
Ondansetron ODT 4mg tablet	$	0.39
Promethazine 25MG	$	2.55
Rocuronium 10MG/ML, 10ML Vial	$	10.10
Sodium bicarbonate 8.4% 50ML	$	19.70
Thiamine 100Mg/ML 2ML	$	13.37
Tranexamic Acid 100 mg/ml, 10 ml vial	$	36.52
Vecuronium 10 ML	$	26.69

Emergency Standby

Ambulance Standby	$	150.00

The city shall charge an Emergency Ambulance Standby fee of $150.00 per hour with a four hour minimum for the use of two City of Denton emergency paramedics and ambulance for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time, and counts toward the four hour minimum. Emergency standby scheduling must be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Paramedic Standby	$	75.00

The city shall charge an Emergency Paramedic Standby fee of $75.00 per hour for the use of any City of Denton emergency paramedic for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time. The approval of a paramedic standby has to be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Medical Assistance	$	250.00

Medical Assistance provided to non-emergency ambulance providers operating within the City of Denton, or the departments jurisdiction.

Lift Assistance	$	500.00

The city shall charge a fee for lift assists, performed for any reason, at an assisted living facility or skilled nursing facility.

Fire Prevention

Inspections

Hood (per system)	$	35.00
Fire Alarm (per alarm panel)	$	35.00
Sprinkler (per each sprinkler riser)	$	35.00
Fire Pump (per pump)	$	35.00
First Reinspection Fee 1 to 3,000	$	50.00
First Reinspection Fee 3,001 to 24,000	$	75.00
First Reinspection Fee 24,001 to 100,000	$	100.00
First Reinspection Fee over 100,000	$	125.00
Subsequent Reinspection Fee 1 to 3,000	$	100.00
Subsequent Reinspection Fee 3,001 to 24,000	$	150.00
Subsequent Reinspection Fee 24,001 to 100,000	$	200.00
Subsequent Reinspection Fee over 100,000	$	250.00
Permit Reinspection Fee	$	50.00
After Hours Inspection Request (per hour, two-hour minimum)	$	183.00
False Alarm Calls	$	75.00

Operational Permits

Operational Permits	$	200.00
Temporary Membrane Structures and Tents	$	35.00

Construction Permits

Construction Fees	$	200.00
Temporary Membrane Structures and Tents	$	35.00

EMS Training

American Heart Association Cardiopulmonary Resuscitation (CPR)	$	50.00
American Heart Association CPR Skills Testing Only	$	25.00

Training Facility

Tower rental, half day (4 hours) without live burn	$	348.00
Tower rental, full day (8 hours) without live burn	$	696.00
Tower rental, half day (4 hours) with Class B live burn	$	700.00
Tower rental, full day (8 hours) with Class B live burn	$	1,400.00
Phase 5 live burn at training facility, half day (4 hours) (2 burns)	$	1,353.00
Phase 5 live burn at training facility, full day (8 hours) (4 burns)	$	2,707.00
Class B live burn at training facility, half day (4 hours) (2 burns)	$	683.00

Class B live burn at training facility, full day (8 hours) (4 burns)	$	1,366.00
Roof Prop without oriented strand board (OSB), half day (4 hours)	$	335.00
Roof Prop with OSB supplied, half day (4 hours)	$	588.00
Self-Contained Breathing Apparatus Course, half day (4 hours)	$	335.00
Additional OSB per sheet	$	24.00
Flashover Chamber Fee	$	175.00
Cancellation Fee (if within 48hrs. of event)		25% of Scheduled Cost

Hazardous Materials Reimbursement

Apparatus

Engine	$	242.00
Hazmat Truck	$	641.00
Ambulance	$	150.00
Brush	$	255.00
Decontamination Truck	$	255.00
Battalion Chief Truck	$	98.00
Aerial Apparatus	$	298.00

Suit

Level A	$	1,300.00
Level A w/flash	$	3,500.00
Level B, Basic	$	150.00
Level B, Durachem	$	2,000.00
Level C	$	80.00

Supplies

Absorbent - per 50lb. bag	$	8.00
Barrels (55gal)	$	50.00
Boot Covers	$	20.00
Brooms	$	45.00
Butyl Gloves	$	40.00
Chemtape	$	30.00
Diatomaceous Earth - per 50lb. bag	$	70.00
Disposal	$	500.00
Disposal Bags	$	6.00
Disposal Bags - CS	$	300.00
Drum Liners	$	10.00
Duct Tape	$	10.00
Flares	$	3.00
Foam - per 5 gal.	$	200.00
Grounding Rod	$	20.00
HazMat Boots (pair)	$	100.00

Kevlar Gloves (pair)	$	10.00
Microblaze - per pint	$	8.00
Microblaze - per gal.	$	64.00
Nitrile Gloves (pair)	$	15.00
Plug n' dike	$	15.00
Pools	$	15.00
Pump Spray	$	60.00
Respirator	$	45.00
Salvage Cover	$	100.00
Shovel	$	30.00
Sorbent Pads	$	1.00
Sorbent Pads - BDL	$	100.00
Sorbent Pillows	$	4.00
Sorbent Pillows - CS	$	40.00
Vermeculite	$	15.00
Wooden Plug	$	15.00
Flow Stop Plug	$	150.00

Overpacks

20 Gallon Poly	$	55.00
30 Gallon Poly	$	70.00
65 Gallon poly	$	180.00
95 Gallon Poly	$	195.00
8 Gallon Steel	$	85.00
15 Gallon Steel	$	85.00
30 Gallon Steel	$	105.00
55 Gallon Steel	$	110.00
85 Gallon Steel	$	185.00

Fire Special Events Rates

Rank	**Rate/Per Hour**	
Firefighter	$	68.00
Driver	$	80.00
Lieutenant	$	88.00
Captain	$	96.00
Battalion Chief	$	108.00
Emergency Management Program Manager	$	154.00
Emergency Management Specialist	$	90.00
Deputy Fire Marshal I	$	91.00
Deputy Fire Marshal II	$	113.00
40hr Lieutenant	$	125.00
40hr Captain	$	136.00
40hr Battalion Chief	$	154.00

Assistant Fire Marshal	$	136.00
Fire Marshal	$	154.00
Ambulance Standby (Apparatus Only)	$	50.00

Ambulance Standby is for a minimum of 4 hours. Rate for Ambulance Standby requires the apparatus to be staffed by a minimum one Driver and one Firefighter or higher rank based on the personnel rate table.

Gas Leaks (Natural)

Level 1 (Natural gas leak outside without fire)
Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct monitoring to determine control zones. Remove ignition sources from the area, consider nonintervention strategy if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 2 (Natural gas leak outside with fire)
Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 3 (Natural gas leak inside structure)
Description: Significant danger to life, property, and the environment, leak is typically, difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute cash sponsorship agreements between the City of Denton and the Denton Black Film Festival Institute, Inc., ($12,000), Denton County Friends of the Family – Explorium Coffee Crawl ($2,000), Denton County Friends of the Family – Friends of the Badge ($2,932), Denton County Friends of the Family – Touch a Truck ($2,500), Denton Music and Art Collaborative – Joan of Bark ($2,000), Greater Denton Arts Council, Inc., ($3,768), Instant Film Society – PolaCon 2026 ($1,000), and Texas Veterans Hall of Fame ($2,000), which are nonprofit organizations located within the City of Denton and awarded cash sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

BACKGROUND

The agreements allow for the expenditure of cash sponsorship funding in support of the organizations' programming and events.

Cash sponsorship recipients will be required to submit a report within 30 days of completing their program or event.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Community Partnership Committee reviewed all sponsorship budget applications during a July 25,2025, meeting. Recommended allocations were made to the City Council as part of the FY 2025-2026 budget process.

FISCAL INFORMATION

Sponsorship awards will be funded from the City's Sponsorship Fund account 215001.7762. Award payments are made in full upon final execution of the sponsorship agreement.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Christine Taylor
Assistant City Manager

Prepared by:
Daniel Jones
Senior Grant Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE CASH SPONSORSHIP AGREEMENTS BETWEEN THE CITY OF DENTON AND DENTON BLACK FILM FESTIVAL INSTITUTE, INC., ($12,000), DENTON COUNTY FRIENDS OF THE FAMILY – EXPLORIUM COFFEE CRAWL ($2,000), DENTON COUNTY FRIENDS OF THE FAMILY – FRIENDS OF THE BADGE ($2,932), DENTON COUNTY FRIENDS OF THE FAMILY – TOUCH A TRUCK ($2,500), DENTON MUSIC AND ART COLLABORATIVE – JOAN OF BARK ($2,000), GREATER DENTON ARTS COUNCIL, INC., ($3,768), INSTANT FILM SOCIETY – POLACON 2026 ($1,000), AND TEXAS VETERANS HALL OF FAME FOUNDATION ($2,000), WHICH ARE NONPROFIT ORGANIZATIONS LOCATED WITHIN THE CITY OF DENTON AND AWARDED CASH SPONSORSHIP FUNDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Sponsorship Program provides cash support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, the organizations listed meet the requirements to be eligible to receive Sponsorship Program funding; and

WHEREAS, the City Council of the City of Denton hereby finds the agreements between the City and the nonprofit organizations, attached hereto and made a part hereof by reference (the "Agreements"), furthers a charitable cause, economic or community growth, or public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The agreements in the Exhibits listed in this section and the corresponding amounts to be provided are hereby approved, and the City Manager, or designee, is authorized to execute the Agreements and to carry out the duties and responsibilities of the City under the Agreements, including the expenditure of funds in accordance with the terms of the Agreements.

Exhibit A – Denton Black Film Festival 2026 - $12,000

Exhibit B – Denton County Friends of the Family – Explorium Coffee Crawl - $2,000

Exhibit C – Denton County Friends of the Family – Friends of the Badge - $2,932

Exhibit D – Denton County Friends of the Family – Touch a Truck - $2,500

Exhibit E – Denton Music and Art Collaborative – Joan of Bark - $2,000

Exhibit F – Greater Denton Arts Council - $3,768

Exhibit G – Instant Film Society – PolaCon 2026 - $1,000

Exhibit H – Texas Veterans Hall of Fame - $2,000

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [_____] and seconded by [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON BLACK FILM FESTIVAL

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Black Film Festival Institute, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the *2026 Denton Black Film Festival* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Denton Black Film Festival hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Twelve Thousand Dollars ($12,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

D. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

E. Organization must provide City payment by September 30 of the Agreement year for City services provided.

F. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after

September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Black Film Festival Harry Eaddy PO Box 1217 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Black Film Festival

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Black Film Festival Institute, Inc.
Cash Sponsorship
Fiscal Year 2025-2026
2026 Denton Black Film Festival

Cash Sponsorship	$ 12,000
TOTAL	**$ 12,000**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - B

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COUNTY FRIENDS OF THE FAMILY

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton County Friends of the Family, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the Explorium Denton 8th Annual Coffee Crawl "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the Explorium Denton 8th Annual Coffee Crawl hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Dollars ($2,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton County Friends of the Family Toni Johnson-Simpson Executive Director 5008 I-35 Denton, TX 76207

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of

covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor***

certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton County Friends of the Family

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton County Friends of the Family
Cash Sponsorship
Fiscal Year 2025-2026
Explorium Denton 8th Annual Coffee Crawl

Cash Sponsorship	$ 2,000
TOTAL	**$ 2,000**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COUNTY FRIENDS OF THE FAMILY

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton County Friends of the Family a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Friends of the Badge Luncheon "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Friends of the Badge Luncheon event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Nine Hundred Thirty-Two Dollars ($2,932.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall also make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton County Friends of the Family Toni Johnson-Simpson, Executive Director 421 E. Oak St. Denton, TX 76210

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton County Friends of the Family

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton County Friends of the Family
Cash Sponsorship
Fiscal Year 2025-2026
Friends of the Badge

Cash Sponsorship	$ 2,932
TOTAL	**$ 2,932**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. **Do you expect a changed in the solid waste services needed for next year's event?**
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - D

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COUNTY FRIENDS OF THE FAMILY

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton County Friends of the Family, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Touch a Truck event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Touch A Truck event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Five Hundred Dollars ($2,500.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

D. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

E. Organization must provide City payment by September 30 of the Agreement year for City services provided.

F. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after

September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

G. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, , and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton County Friends of the Family Toni Johnson-Simpson, Executive Director 421 E. Oak St. Denton, TX 76210

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton County Friends of the Family

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton County Friends of the Family
Cash Sponsorship
Fiscal Year 2024-2025
2025 Touch a Truck event

Cash Sponsorship	$ 2,040
TOTAL	**$ 2,040**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON MUSIC AND ART COLLABORATIVE

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Music and Art Collaborative, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Joan of Bark event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Joan of Bark event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Dollars ($2,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Music and Art Collaborative Jennifer Kapinos, President 624 W University Dr. #113 Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Music and Art Collaborative

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Music and Art Collaborative
Cash Sponsorship
Fiscal Year 2025-2026
2025 DMAC Joan of Bark

Cash Sponsorship	$ 2,000
TOTAL	**$ 2,000**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - F

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
GREATER DENTON ARTS COUNCIL

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Greater Denton Arts Council a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Artists Micro-Grants Program "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Artist Micro-Grants program hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Three Thousand Seven Hundred Sixty-Eight Dollars ($3,768.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Greater Denton Arts Council Krissi Oden, Executive Director 400 E. Hickory St. Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIMCITY SECRETARY

BY: _____

Greater Denton Arts Council

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Greater Denton Arts Council
Cash Sponsorship
Fiscal Year 2025-2026
Artist Micro-Grants Program

Cash Sponsorship	$ 3,768
TOTAL	**$ 3,768**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - G

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
INSTANT FILM SOCIETY

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Instant Film Society, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 PolaCon event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 PolaCon event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay One Thousand Dollars ($1,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Instant Film Society John Munoz, Director 1208 Piping Rock Lane Denton, TX 76205

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Instant Film Society

_____
Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Instant Film Society
Cash Sponsorship
Fiscal Year 2025-2026
2026 PolaCon

Cash Sponsorship	$ 1,000
TOTAL	**$ 1,000**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
TEXAS VETERANS HALL OF FAME FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Texas Veterans Hall of Fame Foundation a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Induction Ceremony "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Texas Veterans Hall of Fame Induction Ceremony hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Dollars ($2,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City’s request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City’s request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which

exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,

EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to,

criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Texas Veterans Hall of Fame Gary Steele PO Box 51288 Denton, TX 76206

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or

remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1)***

does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:

INGRID REX, INTERIMCITY SECRETARY

BY: _____

Texas Veterans Hall of Fame

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Texas Veterans Hall of Fame
Cash Sponsorship
Fiscal Year 2025-2026
2026 Induction Ceremony

Cash Sponsorship	$ 2,000
TOTAL	**$ 2,000**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;

B. Must demonstrate corporate good standing with the state of Texas at time of application;
C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.

D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations. During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration. **Secondary Criteria may include, but is not be limited to:** • Impact on existing City operations, assets, facilities, and resources • Impact on the delivery of City services • Extent of City-wide value and economic benefits • Production of measurable outcomes in alignment with City's Strategic Plan • Demonstrated public support for the proposed event • Financial need and event financial stability • Funding and support from other City programs • Experience in the planning and execution of the proposed event • Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities • Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing
Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award of Funding or In-Kind Services	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. **Do you expect a changed in the solid waste services needed for next year's event?**
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute cash and in-kind sponsorship agreements between the City of Denton and the Denton Black Chamber of Commerce – Denton Blues Festival 2026 (cash $4,000, in-kind $14,140), Denton Community Market (cash $11,800, in-kind $6,690), Denton Day of the Dead Festival (cash $8,000, in-kind $16,120), Denton Festival Foundation – Denton Arts and Jazz Festival 2025 (cash $20,000, in-kind $70,800), Denton Holiday Festival Association – Denton Holiday Lighting Festival 2025 (cash $6,000, in-kind $10,160), Denton Main Street Association (cash $10,000, in-kind $80), Denton Parks Foundation – Juneteenth 2026 (cash $4,000, in-kind 19,090), Denton Music and Art Collaborative – Amplify Denton 2026 (cash $2,600, in-kind $860), Denton Music and Art Collaborative – Monster Dash 2025 (cash $1,800, in-kind $410), Friends With Benefits – Boil Buddies Bash 2026 (cash $3,000, in-kind $260), North Texas State Fair Association – North Texas Fair and Rodeo 2026 (cash $10,000, in-kind $4,780), Texas Filmmakers Corporation – Thin Line Fest 2026 (cash $8,000, in-kind $7,470), United Way of Denton County – Peterbilt Parade 2025 (cash $800, in-kind $2,710), and Kiwanis Youth Services – July 4th Jubilee and Fireworks (cash $26,800, in-kind $16,020), which are nonprofit organizations located within the City of Denton and awarded cash and in-kind sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

BACKGROUND

The agreements allow for the expenditure of cash sponsorship and in-kind sponsorship funding in support of the organizations' programming and events.

Sponsorship recipients will be required to submit a report within 30 days of completing their program or event.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Community Partnership Committee reviewed all sponsorship budget applications during a July 25,2025, meeting. Recommended allocations were made to the City Council as part of the FY 2025-2026 budget process.

FISCAL INFORMATION

Sponsorship awards will be funded from the City's Sponsorship Fund account 215001.7762. Award payments are made in full upon final execution of the sponsorship agreement.

In-Kind Sponsorship awards will be funded from the City's Special Event Community Services Fund account 169009.7762. Actual costs are assigned to the account after the event.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Christine Taylor
Assistant City Manager

Prepared by:
Daniel Jones
Senior Grant Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE CASH AND IN-KIND SPONSORSHIP AGREEMENTS BETWEEN THE CITY OF DENTON AND THE DENTON BLACK CHAMBER OF COMMERCE – DENTON BLUES FESTIVAL 2026 (CASH $4,000, IN-KIND $14,140), DENTON COMMUNITY MARKET (CASH $11,800, IN-KIND $6,690), DENTON DAY OF THE DEAD FESTIVAL (CASH $8,000, IN-KIND $16,120), DENTON FESTIVAL FOUNDATION – DENTON ARTS AND JAZZ FESTIVAL 2025 (CASH $20,000, IN-KIND $70,800), DENTON HOLIDAY FESTIVAL ASSOCIATION – DENTON HOLIDAY LIGHTING FESTIVAL 2025 (CASH $6,000, IN-KIND $10,160), DENTON MAIN STREET ASSOCIATION (CASH $10,000, IN-KIND $80), DENTON PARKS FOUNDATION – JUNETEENTH 2026 (CASH $4,000, IN-KIND 19,090), DENTON MUSIC AND ART COLLABORATIVE – AMPLIFY DENTON 2026 (CASH $2,600, IN-KIND $860), DENTON MUSIC AND ART COLLABORATIVE – MONSTER DASH 2025 (CASH $1,800, IN-KIND $410), FRIENDS WITH BENEFITS – BOIL BUDDIES BASH 2026 (CASH $3,000, IN-KIND $260), NORTH TEXAS STATE FAIR ASSOCIATION – NORTH TEXAS FAIR AND RODEO 2026 (CASH $10,000, IN-KIND $4,780), TEXAS FILMMAKERS CORPORATION – THIN LINE FEST 2026 (CASH $8,000, IN-KIND $7,470), UNITED WAY OF DENTON COUNTY – PETERBILT PARADE 2025 (CASH $800, IN-KIND $2,710), AND KIWANIS YOUTH SERVICES – JULY 4TH JUBILIEE AND FIREWORKS (CASH $26,800, IN-KIND $16,020), WHICH ARE NONPROFIT ORGANIZATIONS LOCATED WITHIN THE CITY OF DENTON, AND AWARD CASH AND IN-KIND SPONSORSHIP FUNDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Sponsorship Program provides cash and in-kind support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, the organizations listed herein meet the requirements to be eligible to receive Sponsorship Program funding; and

WHEREAS, the City Council of the City of Denton hereby finds the agreements between the City and the nonprofit organizations, attached hereto and made a part hereof by reference (the "Agreements"), furthers a charitable cause, economic or community growth, or public interest;

NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The Agreements in the Exhibits listed in this section and the corresponding amounts to be provided are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreements and to carry out the duties and responsibilities of the City under the Agreements, including the expenditure of funds in accordance with the terms of the Agreements.

Exhibit A – Denton Black Chamber of Commerce – Denton Blues Festival 2026

Cash - $4,000

In-Kind - $14,140

Exhibit B – Denton Community Market

Cash - $11,800

In-Kind - $6,690

Exhibit C – Denton Day of the Dead Festival

Cash - $8,000

In-Kind - $16,120

Exhibit D – Denton Festival Foundation – Denton Arts and Jazz Festival 2025

Cash - $20,000

In-Kind - $70,800

Exhibit E – Denton Holiday Festival Association – Denton Holiday Lighting Festival 2025

Cash - $6,000

In-Kind - $10,160

Exhibit F – Denton Main Street Association

Cash - $10,000

In-Kind - $80

Exhibit G – Denton Parks Foundation – Juneteenth 2026

Cash - $4,000

In-Kind - $19,090

Exhibit H – Denton Music and Art Collaborative – Amplify Denton 2026

Cash - $2,600

In-Kind - $860

Exhibit I – Denton Music and Art Collaborative – Monster Dash 2025

Cash - $1,800

In-Kind - $410

Exhibit J – Friends with Benefits – Boil Buddies Bash 2026

Cash - $3,000

In-Kind - $260

Exhibit K – North Texas State Fair Association – North Texas Fair and Rodeo 2026

Cash - $10,000

In-Kind - $4,780

Exhibit L – Texas Filmmakers Corporation – Thin Line Fest 2026

Cash - $8,000

In-Kind - $7,470

Exhibit M – United Way of Denton County – Peterbilt Parade 2026

Cash - $800

In-Kind - $2,710

Exhibit N – Kiwanis Youth Services – July 4th Jubilee Fireworks

Cash – 26,800

In-Kind - $16,020

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [_____] and seconded by [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

EXHIBIT - A

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON BLACK CHAMBER OF COMMERCE

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Black Chamber of Commerce, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the *2026 Denton Blues Festival* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Denton Blues Festival referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Four Thousand Dollars ($4,000) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Fourteen Thousand One Hundred Forty Dollars ($14,140) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit B and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Black Chamber of Commerce Kerry Goree PO Box 51026 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Black Chamber of Commerce

_____
Chairman

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Black Chamber of Commerce
Cash Sponsorship
Fiscal Year 2025-2026
2026 Denton Blues Festival

Cash Sponsorship	$ 4,000
TOTAL	**$ 4,000**

EXHIBIT B

Denton Black Chamber of Commerce
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Denton Blues Festival

Park and Facilities Fees	$ 8,100.00
Park Personnel	$ 7,320.00
Park Materials and Supplies	$ 6,160.00
Police Personnel	$ 4,080.00
Solid Waste Services	$ 611.33
Total Estimated Cost of City Services	$ 26,371.33
In-Kind Sponsorship Award	$ 14,140.00
Estimated Balance to be Invoiced to Organization	**$ 12,231.33**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;

B. Must demonstrate corporate good standing with the state of Texas at time of application;
C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.

D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.

Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations. During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration. **Secondary Criteria may include, but is not be limited to:** • Impact on existing City operations, assets, facilities, and resources • Impact on the delivery of City services • Extent of City-wide value and economic benefits • Production of measurable outcomes in alignment with City's Strategic Plan • Demonstrated public support for the proposed event • Financial need and event financial stability • Funding and support from other City programs • Experience in the planning and execution of the proposed event • Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities • Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing
Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award of Funding or In-Kind Services	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COMMUNITY MARKET

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Community Market, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025-26 Denton Community Market activities "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025-26 Denton Community Market activites hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Eleven Thousand Eight Hundred Dollars ($11,800.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Six Thousand Six Hundred Ninety Dollars ($6,690.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Community Market Deauhijela Jackson, President P.O. Box 3057 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Community Market

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Community Market
Cash Sponsorship
Fiscal Year 2025-2026
2025-26 Denton Community Market activities

Cash Sponsorship	$ 11,800
TOTAL	**$ 11,800**

EXHIBIT B

Denton Community Market
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025-26 Denton Community Market activities

Park and Facilities Fees	$ 17,280.00
Park Personnel	1,920.00
Total Estimated Cost of City Services	$ 19,200.00
In-Kind Sponsorship Award	6,690.00
Estimated Balance to be Invoiced to Organization	**$ 12,510.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - C

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON'S DAY OF THE DEAD FESTIVAL

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Day of the Dead Festival, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the *2025 Denton's Day of the Dead Festival* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Denton's Day of the Dead Festival hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Eight Thousand Dollars ($8,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Sixteen Thousand Onex Hundred TwentyDollars ($16,120.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton's Day of the Dead Festival David Pierce, Executive Director 2016 N Bell Ave Denton, TX 76209

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REXLAUREN THODEN, INTERIM CITY SECRETARY

BY: _____

Denton's Day of the Dead Festival

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton's Day of the Dead Festival, Inc.
Cash Sponsorship
Fiscal Year 2025-2026
2025 Denton's Day of the Dead Festival

Cash Sponsorship	$ 8,000
TOTAL	**$ 8,000**

EXHIBIT B

Denton's Day of the Dead Festival, Inc.
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025 Denton's Day of the Dead Festival

Park Personnel	$ 2,168.00
Park Materials and Supplies	7,500.00
Police Personnel (Festival)	8,270.00
Police Personnel (Parade)	2,085.00
Fire Personnel	4,800.00
Solid Waste Services	625.00
Total Estimated Cost of City Services	$ 25,448.00
In-Kind Sponsorship Award	16,120.00
Estimated Balance to be Invoiced to Organization	**$ 9,328.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;
C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the

required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.

C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

   In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.
E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations. During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration. **Secondary Criteria may include, but is not be limited to:** • Impact on existing City operations, assets, facilities, and resources • Impact on the delivery of City services • Extent of City-wide value and economic benefits • Production of measurable outcomes in alignment with City's Strategic Plan • Demonstrated public support for the proposed event • Financial need and event financial stability • Funding and support from other City programs • Experience in the planning and execution of the proposed event • Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities • Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing
Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award of Funding or In-Kind Services	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - D

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON FESTIVAL FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Festival Foundation, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Denton Arts and Jazz Festival "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Denton Arts and Jazz Festival hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Twenty Thousand Dollars ($20,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of SeventyThousand Eight Hundred ($70,800.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Festival Foundation Kevin Lechler, Executive Director 733 Fort Worth Dr. STE 99 Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Festival Foundation

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Festival Foundation, Inc.
Cash Sponsorship
Fiscal Year 2024-2025
2024 Denton Arts and Jazz Festival

Cash Sponsorship	$ 20,000
TOTAL	**$ 20,000**

EXHIBIT B

Denton Festival Foundation, Inc.
In-kind Sponsorship
Estimate of City Services
Fiscal Year 20254-26
2025 Denton Arts and Jazz Festival

Park and Facilities Fees	$ 32,040.00
Park Personnel	24,196.00
Park Materials and Supplies	16,187.88
Police Personnel	27,637.50
Fire Personnel	21,660.00
Solid Waste Services	3,135.66
Total Estimated Cost of City Services	$ 128,399.04
In-Kind Sponsorship Award	70,800.00
Estimated Balance to be Invoiced to Organization	**$ 57,599.04**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON HOLIDAY LIGHTING FESTIVAL ASSOCIATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Holiday Lighting Festival Association, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Denton Holiday Lighting Festival "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Denton Holiday Lighting Festival hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Six Thousand Dollars ($6,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Ten Thousand One Hundred Sixty Dollars ($10,160.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas	Denton Holiday Lighting Festival Association, Inc.
Sara Hensley, City Manager	Marybeth Reinke
215 E. McKinney	PO Box 2765
Denton, TX 76201	Denton, TX 76202-2765

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Holiday Lighting Festival Association

_____
Chair

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Holiday Lighting Festival Association, Inc.
Cash Sponsorship
Fiscal Year 2025-2026
2025 Denton Holiday Lighting Festival

Cash Sponsorship	$ 6,000
TOTAL	**$ 6,000**

EXHIBIT B

Denton Holiday Lighting Festival Association, Inc.
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025 Denton Holiday Lighting Festival

Park and Facilities Fees	$ 1,060.00
Police Personnel	12,040.00
Fire Personnel	3,060.00
Solid Waste Services	411.33
Total Estimated Cost of City Services	$ 16,571.34
In-Kind Sponsorship Award	$ 10,160.00
Estimated Balance to be Invoiced to Organization	**$ 6,411.34**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

EXHIBIT - F

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON MAINSTREET ASSOCIATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Mainstreet Association, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (6), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025-26 Denton Mainstreet Association Programming and Events "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025-26 Denton Mainstreet Association Programming and Events hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Ten Thousand Dollars ($10,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Eighty Dollars ($80.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Mainstreet Association Kristen Kendrick Bigley, President P.O. Box 2017 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Mainstreet Association

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Mainstreet Association
Cash Sponsorship
Fiscal Year 2025-2026
2025-26 Denton Mainstreet Association Programming and Events

Cash Sponsorship	$ 10,000
TOTAL	**$ 10,000**

EXHIBIT B

Denton Mainstreet Association
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025-26 Denton Mainstreet Association Programming and Events

Park and Facilities Fees (Twilight Tunes)	$	260.00
Total Estimated Cost of City Services	$	260.00
In-Kind Sponsorship Award		80.00
Estimated Balance to be Invoiced to Organization	**$**	**130.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON PARKS FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Parks Foundation, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Juneteenth Celebration event *City of Denton Parks Foundation Juneteenth* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Denton Juneteenth Celebration event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Four Thousand Dollars ($4,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Nineteen Thousand Ninety Dollars ($19,090.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Parks Foundation Stephanie Lamb PO Box 75 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

Denton Parks Foundation

_____
Treasurer

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ Jessica Williams
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Parks Foundation
Cash Sponsorship
Fiscal Year 2025-2026
2026 Juneteenth Celebration event

Cash Sponsorship	$ 4,000
TOTAL	**$ 4,000**

EXHIBIT B

Denton Parks Foundation
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Juneteenth Celebration event

Park and Facilities Fees	$ 2,720.00
Park Personnel	15,295.50
Park Materials and Supplies	1,563.05
Police Personnel	8,761.00
Fire Personnel	2,520.00
Solid Waste Services	633.00
Total Estimated Cost of City Services	$ 31,492.55
In-Kind Sponsorship Award	19,090.00
Estimated Balance to be Invoiced to Organization	**$ 12,402.55**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON MUSIC AND ART COLLABORATIVE

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Music and Art Collaborative (DMAC), a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 DMAC Amplify Denton event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 DMAC Amplify Denton event event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand Six Hundred Dollars ($2,600.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Eight Hundred Sixty Dollars ($860.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Music and Art Collaborative Jennifer Kapinos, President 624 W University Dr. #113 Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Music and Art Collaborative

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Music and Art Collaborative
Cash Sponsorship
Fiscal Year 2025-2026
2026 DMAC Amplify Denton

Cash Sponsorship	$ 2,600
TOTAL	**$ 2,600**

EXHIBIT B

Denton Music and Art Collaborative
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 DMAC Amplify Denton event

Police Personnel	$ 1,360.00
Total Estimated Cost of City Services	$ 1,360.00
In-Kind Sponsorship Award	860.00
Estimated Balance to be Invoiced to Organization	**$ 500.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON MUSIC AND ART COLLABORATIVE

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Music and Art Collaborative (DMAC), a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 DMAC Monster Dash event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 DMAC Monster Dash event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay One Thousand Eight Hundred Dollars ($1,800.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Four Hundred Ten Dollars ($410.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Music and Art Collaborative Jennifer Kapinos, President 624 W University Dr. #113 Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Music and Art Collaborative

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Music and Art Collaborative
Cash Sponsorship
Fiscal Year 2025-2026
2025 DMAC Monster Dash

Cash Sponsorship	$ 1,800
TOTAL	**$ 1,800**

EXHIBIT B

Denton Music and Art Collaborative
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025 DMAC Monster Dash

Park and Facilities Fees	$	585.00
Park Personnel		352.00
Total Estimated Cost of City Services	$	937.00
In-Kind Sponsorship Award		410.00
Estimated Balance to be Invoiced to Organization	**$**	**527.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
FRIENDS WITH BENEFITS

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Friends with Benefits, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Boil Buddies Bash – Denton Mudbug event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Boil Buddies Bash - Denton Mudbug event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Three Thousand Dollars ($3,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Two Hundred Sixty Dollars ($260.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Friends with Benefits Mindy Arendt 3205 Broken Arrow Rd Denton, TX 76209

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Friends with Benefits

_____
President/Co-Founder

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Friends with Benefits
Cash Sponsorship
Fiscal Year 2025-2026
2026 Boil Buddies – Denton Mudbug event

Cash Sponsorship	$ 3,000
TOTAL	**$ 3,000**

EXHIBIT B

Friends with Benefits
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Boil Buddies – Denton Mudbug event

Solid Waste Services	$	411.33
Total Estimated Cost of City Services	$	411.33
In-Kind Sponsorship Award		260.00
Estimated Balance to be Invoiced to Organization	**$**	**151.33**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
NORTH TEXAS STATE FAIR ASSOCIATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and North Texas State Fair Association, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 North Texas Fair and Rodeo "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 North Texas Fair and Rodeo hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Ten Thousand Dollars ($10,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Four Thousand Seven Hundred Eighty Dollars ($4,780.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	North Texas State Fair Association Glenn Carlton, Executive Director PO Box 1695 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

North Texas State Fair Association

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

North Texas State Fair Association
Cash Sponsorship
Fiscal Year 2025-2026
2026 North Texas State Fair and Rodeo

Cash Sponsorship	$ 10,000
TOTAL	**$ 10,000**

EXHIBIT B

North Texas State Fair Association
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 North Texas State Fair and Rodeo

Police Personnel	$ 7,540.00
Total Estimated Cost of City Services	$ 7,540.00
In-Kind Sponsorship Award	4,780.00
Estimated Balance to be Invoiced to Organization	**$ 2,760.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
TEXAS FILMMAKERS' CORPORATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Texas Filmmakers' Corporation, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Thin Line Fest "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Thin Line Fest hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Eight Thousand Dollars ($8,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Seven Thousand Four Hundred Seventy Dollars ($7,470.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Texas Filmmakers Corporation Joshua Butler 1501 South Loop 288 STE 104 - PMB 147 Denton, TX 76205

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Texas Filmmakers Corporation

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Texas Filmmakers Corporation
Cash Sponsorship
Fiscal Year 2025-2026
20265 Thin Line Fest

Cash Sponsorship	$ 8,000
TOTAL	**$ 8,000**

EXHIBIT B

Texas Filmmakers Corporation
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Thin Line Fest

Parks Materials and Supplies	$ 10,000.00
Police Personnel	1,360.00
Solid Waste Services	427.33
Total Estimated Cost of City Services	$ 11,787.33
In-Kind Sponsorship Award	7,470.00
Estimated Balance to be Invoiced to Organization	**$ 4,317.33**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
UNITED WAY DENTON COUNTY

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and United Way Denton County, Inc. a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Peterbilt Parade "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Peterbilt Parade hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Eight Hundred Dollars ($800.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Two Thousand Seven Hundred and Ten Dollars ($2,710.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for

tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, and Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS,

CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	United Way Denton County Gary Henderson 1314 Teasley Ln Denton, TX 76205

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

United Way Denton County, Inc.

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

United Way Denton County
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
20254 Peterbilt Parade

Cash Sponsorship	$ 800
TOTAL	**$ 800**

EXHIBIT B

United Way Denton County
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
20254 Peterbilt Parade

Police Personnel	$ 3,672.50
Fire Personnel	600.00
Total Estimated Cost of City Services	$ 4,272.50
In-Kind Sponsorship Award	2,710.00
Estimated Balance to be Invoiced to Organization	**$ 1,652.50**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
KIWANIS YOUTH SERVICES

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Kiwanis Youth Services, Inc., a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Denton Kiwanis Jubilee Festival and Fireworks Show"Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Denton Kiwanis Jubilee Festival and Fireworks Showhereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Twenty-Six Thousand Eight Hundred Dollars ($26,800.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of Sixteen Thousand Twenty Dollars ($16,020.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit B and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Kiwanis Youth Services Hank Dickerson 1001 N. Elm St Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Black Chamber of Commerce

_____
Chairman

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Kiwanis Youth Services
Cash Sponsorship
Fiscal Year 2025-2026
2026 Denton Kiwanis Jubilee Festival and Fireworks Show

Cash Sponsorship	$ 26,800
TOTAL	**$ 26,800**

EXHIBIT B

Kiwanis Youth Services
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Denton Kiwanis Jubilee Festival and Fireworks Show

Park Personnel	$ 7,938.00
Park Materials and Supplies	5,182.00
Police Personnel	8,761.00
Fire Personnel	2,520.00
Solid Waste Services	633.00
Total Estimated Cost of City Services	$ 18,015.00
In-Kind Sponsorship Award	16,020.00
Estimated Balance to be Invoiced to Organization	**$ 1,995.00**

EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;

B. Must demonstrate corporate good standing with the state of Texas at time of application;
C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.

D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations. During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration. **Secondary Criteria may include, but is not be limited to:** • Impact on existing City operations, assets, facilities, and resources • Impact on the delivery of City services • Extent of City-wide value and economic benefits • Production of measurable outcomes in alignment with City's Strategic Plan • Demonstrated public support for the proposed event • Financial need and event financial stability • Funding and support from other City programs • Experience in the planning and execution of the proposed event • Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities • Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing
Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award of Funding or In-Kind Services	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. **Do you expect a changed in the solid waste services needed for next year's event?**
__Yes __No
Comments:

12. Overall comments:

EXHIBIT E
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute in-kind sponsorship agreements between the City of Denton and Denton Area Running Club – Turkey Trot 2025 ($5,000), Denton Parks Foundation – Dog Days of Denton 2026 ($3,340), Tejas Storytelling Association – Texas Storytelling Festival 2026 ($5,750), and the University of North Texas – 2025 Nightmare on Elm Street Basketball Tip-Off ($5,670), which are nonprofit organizations located within the City of Denton and awarded in-kind sponsorship funding; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).

BACKGROUND

The agreements allow for the expenditure of in-kind sponsorship funding in support of the organizations' programming and events.

In-Kind sponsorship recipients will be required to submit a report within 30 days of completing their program or event.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Community Partnership Committee reviewed all sponsorship budget applications during a July 25,2025, meeting. Recommended allocations were made to the City Council as part of the FY 2025-2026 budget process.

FISCAL INFORMATION

In-Kind Sponsorship awards will be funded from the City's Special Event Community Services Fund account 169009.7762. Actual costs are assigned to the account after the event.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Christine Taylor
Assistant City Manager

Prepared by:
Daniel Jones
Senior Grant Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE IN-KIND SPONSORSHIP AGREEMENTS BETWEEN THE CITY OF DENTON AND DENTON AREA RUNNING CLUB – TURKEY TROT 2025 ($5,000), DENTON PARKS FOUNDATION – DOG DAYS OF DENTON 2026 ($3,340), TEJAS STORYTELLING ASSOCIATION – TEXAS STORYTELLING FESTIVAL 2026 ($5,750), AND THE UNIVERSITY OF NORTH TEXAS – 2025 NIGHTMARE ON ELM STREET BASKETBALL TIP-OFF ($5,670), WHICH ARE NONPROFIT ORGANIZATIONS LOCATED WITHIN THE CITY OF DENTON AND AWARDED IN-KIND SPONSORSHIP FUNDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Sponsorship Program provides in-kind support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, the organizations listed meet the requirements to be eligible to receive Sponsorship Program funding; and

WHEREAS, the City Council of the City of Denton hereby finds the agreements between the City and the nonprofit organizations, attached hereto and made a part hereof by reference (the "Agreements"), furthers a charitable cause, economic or community growth, or public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The Agreements in the Exhibits listed in this section and the corresponding amounts to be provided are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreements and to carry out the duties and responsibilities of the City under the Agreements, including the expenditure of funds in accordance with the terms of the Agreements.

Exhibit A – Denton Area Running Club – Turkey Trot 2025 - $5,000

Exhibit B – Denton Parks Foundation – Dog Day of Denton 2026 - $3,340

Exhibit C – Tejas Storytelling Association – Texas Storytelling Festival 2026 - $5,750

Exhibit D – University of North Texas – 2025 Nightmare on Elm Street Basketball Tip-Off - $5,670

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [_____] and seconded by [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON AREA RUNNING CLUB

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Area Running Club, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the *2025 Turkey Trot and Kids Gobble Wobble* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Downtown Turkey Trot and Kids Gobble Wobble hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall provide in-kind Sponsorship support of Five Thousand Dollars ($5,000.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit A.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed

or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this

Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Area Running Club Stephen Hidalgo 3721 Lake Country Dr. Denton, TX 76210

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Area Running Club

_____
Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Area Running Club
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025 Turkey Trot and Kids' Gobble Wobble

Police Personnel	$ 7,288.75
Fire Personnel	600.00
Total Estimated Cost of City Services	$ 7,888.75
In-Kind Sponsorship Award	5,000.00
Estimated Balance to be Invoiced to Organization	**$ 2,888.75**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON PARKS FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton Parks Foundation, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2026 Dog Days of Denton event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Dog Days of Denton hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall provide in-kind Sponsorship support of Three Thousand Three Hundred and Fourty Dollars ($3,340.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit A.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed

or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this

Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton Parks Foundation Stephanie Lamb PO Box 75 Denton, TX 76202

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Denton Parks Foundation

_____
Treasurer

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE PRINTED NAME

TITLE
Finance
DEPARTMENT

EXHIBIT A

Denton Parks Foundation
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Dog Days of Denton

Park and Facilities Fees	$ 4,427.50
Park Personnel	1,072.00
Park Materials and Supplies	489.00
Fire Personnel	1,500.00
Total Estimated Cost of City Services	$ 7,488.50
In-Kind Sponsorship Award	3,340.00
Estimated Balance to be Invoiced to Organization	**$ 4,148.50**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
TEJAS STORYTELLING ASSOCIATION

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Tejas Storytelling Association, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the *2026 Texas Storytelling Festival* "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2026 Texas Storytelling Festival hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall provide in-kind Sponsorship support of Five Thousand Seven Hundred Fifty Dollars ($5,750.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit A.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed

or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this

Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Tejas Storytelling Association Michael Brundy, President 214 W. Hickory Denton, TX 76201

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Tejas Storytelling Association

_____
President

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT A

Tejas Storytelling Association
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2026 Texas Storytelling Festival

Park and Facilities Fees	$ 14,945.00
Park Personnel	1,600.00
Total Estimated Cost of City Services	$ 16,545.00
In-Kind Sponsorship Award	5,750.00
Estimated Balance to be Invoiced to Organization	**$ 10,795.00**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
THE UNIVERSITY OF NORTH TEXAS

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and The University of North Texas, a state university that is a federally tax-exempt legal entity under the U.S. Constitution, hereinafter referred to as “Organization” to provide cash, in-kind services, or both, hereinafter referred to as “Sponsorship Funds” for the 2025 Nightmare on Elm Street Basketball Tip-Off event “Sponsored Activity.”

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City’s mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City’s requirements; and

H. City has determined that sponsorship of the 2025 Nightmare on Elm Street Basketball Tip-Off hereinafter referred to as the “Sponsored Activity” serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall provide in-kind Sponsorship support of Five Thousand Six Hundred Seventy Dollars ($5,670.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "C", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.

- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.

- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall provide the City with sponsorship benefits or sponsorship packages commensurate with those provided to other sponsors of the same level of sponsorship; or, if an Organization does not have established benefits or packages, it may provide a reasonable benefit such as tickets for entry to an event. Provided, however, any items or the cumulation thereof, may not constitute a substantial return benefit. Any sponsor benefits, packages, or other items must be provided to the City of Denton to disburse those benefits or packages that are not in conflict with City policies. Items such as tickets for entry provided for individual use or benefit must not be of a type or amount that would conflict with City policies or tend to influence a City Official in the discharge of their official duties.

Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit D, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2026 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

A. City shall pay the awarded amount of Sponsorship Funds only:

1. after all outstanding invoices with the City been paid in full;

2. after all reporting requirements from prior year programs have been met; and

3. after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization;

2. has not been spent strictly in accordance with the terms of this Agreement;

3. is not sufficiently supported to fully justify the expenditure; or

4. has not been expended by midnight of the Agreement’s termination date.

C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit A.

D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.

E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.

F. Organization must provide City payment by September 30 of the Agreement year for City services provided.

G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed

or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this

Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A and the program guidelines in Exhibit B, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient; " the Subrecipient serves a public purpose or hosts, manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. **INDEMNIFICATION**

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	University of North Texas 1155 Union Circle #311397 Denton, TX 76203

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:

a. $1,000,000 Commercial General Liability or $1,000,000 Event Insurance, covering all events taking place on City-owned property,

b. $500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.

2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.

3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY**.

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGRATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars ($100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract***

against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025 ("Effective Date").

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

Susan Keller

EXHIBIT A

University of North Texas
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2025-26
2025 Nightmare on Elm Street Basketball Tip-Off

Park Personnel	$ 1,720.00
Park Materials and Supplies	4,000.00
Police Personnel	6,625.00
Fire Personnel	600.00
Total Estimated Cost of City Services	$ 8,945.00
In-Kind Sponsorship Award	5,670.00
Estimated Balance to be Invoiced to Organization	**$ 3,275.00**

EXHIBIT B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
B. Must demonstrate corporate good standing with the state of Texas at time of application;

C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
F. The applicant cannot represent a for-profit enterprise;

Community Engagement

A. Must further a charitable cause, economic or community growth, or public interest;
B. The event must serve to benefit the entire community;
C. The event must be open to the public;
D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

A. The event must be held in a safe, accessible and family-friendly location;
B. The event must support the City's mission, vision, and core values in a positive manner;
C. The event must be compliant with the Special Events Ordinance;
D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

A. An executed contract with the City will be administered for the receipt of these funds.
    i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee| Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	Sponsorship request applications are accepted annually for community events taking place in the next fiscal year. The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee. An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.
Application Requirements	Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete. • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.

STEP 3 | Subcommittee Review and Recommendations

Review	The applications that meet eligibility criteria will be delivered with the allocation report to City Council's designated subcommittee for review and consideration for City Council recommendations.

During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council's consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation	Sub-committee's recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review	Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion	The Grant Office will notify individual applicants of City Council's approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City's fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation	The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.
Award of Funding or	City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization

Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromises the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	Public agency refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT C

City of Denton Event Performance Report

Organization Name:_____
Name of Event: _____
Physical Address of the Event:_____
Contact Name: _____
Title:_____ Telephone:_____
Email:_____

Complete the following questions regarding your sponsored event

Event Date(s):_____

1. **Event Summary**
   Please provide a short summary of your event

2. **Changes to Event from Application**
   If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. **Sponsorship type**
   Type of City Sponsorship received by your organization
   Cash only **Cash and In-Kind** **In-kind only**

4. **Sponsorship/In/Kind Sponsorship process**
   Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. **Special Events process**
   Overall Satisfaction with the Special Event process?
   5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied
   5 4 3 2 1

   Comments:

6. **Special Event Guides**
   Do you agree the Special Events guide provided all of the information needed to navigate the process?
   5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

   5 4 3 2 1

   Comments:

7. **City Services provided**
   Select all services provided
   __Park / Park Facility
   __Park Personnel (maintenance and building attendants)
   __Police Personnel
   __Fire Personnel
   __Solid Waste Services

__Other services not listed (please specify)_____

8. **What was the estimated attendance of the event?**

   If multi-day event, estimated attendance by day

9. **Number of vendors at the event**

   _____Vendors based in Denton

   _____Vendors based outside of Denton

10. **Public Safety/Police Coverage**
    a. **Did you feel public safety/police coverage was adequate?**
       __Yes __No
       Comments:

    b. **Was there a police related incident during your event?**
       __Yes __No
       Comments:

11. **Solid Waste services questions**
    a. **Did you have adequate trash and recycling services?**
       __Yes __No
       Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?
__Yes __No
Comments:

12. Overall comments:

EXHIBIT D
City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP."

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager's Office of their intent to attend the event no later than 30 days prior to the event.
- The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
- The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
- The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the NCTCOG TA Grant Design for the Engineering Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-010 – Professional Services Agreement for design services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $1,189,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure, Safety, and Mobility.

INFORMATION/BACKGROUND

The City of Denton, in coordination with the North Central Texas Council of Governments (NCTCOG), identified four (4) locations needing infrastructure improvements to enhance school walking safety and trail connectivity. In November of 2024, the City of Denton submitted and was awarded construction funding (in May of 2025) with the NCTCOG TA-Setaside call for projects. These projects propose improvements with new sidewalks, signal improvements, separated bike lanes, and other safe pedestrian facilities around the school and other identified trail areas. The current estimated cost includes the design and survey for the two (2) locations.

The construction costs will be paid for by the NCTCOG TA-Setaside program. The two (2) projects are Sycamore Trail and Newton Razor Elementary School, for which the program pays 80% of the construction costs for the projects. The City will pay for the design cost and 20% of the required matching construction costs, plus any overall cost overages, if any. The overall construction cost awarded to the City of Denton for the two (2) locations is approximately $7.6 million from the NCTCOG TA-Setaside program. Below is the cost breakdown per location.

Primary Roadway	Project Description Work Code	Approved Funding Amount
Sycamore Trail	Install sidepath trail, Safe crossings, beacons, etc.	$3,000,000.00
Newton Razor School	Install sidewalks/sidepath, separated bike lanes, actuated devices, etc.	$4,600,000.00

Request for Qualifications for architectural firms for professional engineering services for various vertical capital infrastructure-related projects within the City of Denton for the Capital Projects Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on February 20, 2024 (Ordinance 24-276).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2024, City Council approved RFQ 8377 for state certified engineers for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Improvements Department (Ordinance 24-276).

RECOMMENDATION

Award a contract with Kimley-Horn and Associates, Inc., for the NCTCOG TA Grant Design for the Engineering Department, in a not-to-exceed amount of $1,189,900.

PRINCIPAL PLACE OF BUSINESS

Kimley-Horn and Associates, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

The project's projected design completion is estimated to be in the 4th Quarter of 2026.

FISCAL INFORMATION

These services will be funded from FY24/25 – ADA and Safety funds account 360237402.1360.20100. Requisition #169873 has been entered into the Purchasing software system in the amount of $246,000. The budgeted amount for this item is $1,189,900.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact Chandra Muruganandham, 940-349-8221.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE NCTCOG TA GRANT DESIGN FOR THE ENGINEERING DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-010 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,189,000.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), and the professional services provider (the "Provider") mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Kimley-Horn and Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

Docusign City Council Transmittal Coversheet

PSA	8377-010
File Name	NCTOCG TA GRANT DESIGN
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc., with its corporate office at 421 GFayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: NCTOCG TA GRANT DESIGN (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $1,189,900.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment C.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment C to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

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unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

S. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C – Schedule

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
CITY OF DENTON, TEXAS

_____
Sara Hensley, City Manager

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
D1B5A9006...

Vice President
_____
Scott Arnold, Title

Full Name: Scott Arnold

2025-1363337
_____
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by:
Scott McDonald
D5F5...

_____
Signature

Director
_____
Title

Development Services
_____
Department

Date Signed: 9/15/2025

ATTEST:

, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

BY: _____

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ATTACHMENT "A"

Scope of Services and Fee for Engineering Design Related Services for:

Sycamore Trail and Newton Rayzor SRTS Transportation Alternatives (TA) Improvements

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The objective of this project is to design transportation alternative improvements that were part of the NCTCOG TA Grant awards for Sycamore Trail Improvements and the Newton Rayzor SRTS Improvements. The project limits are shown in these two applications and are summarized below:

- *Sycamore Trail:*
    - *Railroad Avenue between E Sycamore Street and E McKinney Street.*
    - *E Sycamore Street between Railroad Avenue and S Crawford Street.*
    - *Carl Young Sr Park: trail between E Sycamore Street and S Ruddell Street, excluding the sidewalks leading up to the park amenities.*

- *Newton Rayzor SRTS, various locations along the following streets:*
    - *Linden Drive*
    - *Carlton Street*
    - *Crescent Street*
    - *Cordell Street*
    - *Emery Street*
    - *Amherst Drive*
    - *Tulane Drive*
    - *Greenbriar Street*
    - *Auburn Drive*
    - *Parkside Drive*
    - *N Lake Trail*
    - *Georgetown Drive*
    - *Fordham Lane*
    - *Bowling Green Street*
    - *Malone Street*
    - *Dartmouth Place*
    - *Cornell Lane*
    - *Hinkle Drive*
    - *Primrose Lane*
    - *Aileen Street*
    - *Gober Street*

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The specific improvements to be designed by the ENGINEER are shown in each project's grant application. A summary of the proposed improvements is below:

- *Sycamore Trail*
    - *4,200 LF of 10' shared-use path on east side of Railroad Avenue and along the north side of E. Sycamore Street, and through Carl Young Sr Park.*
    - *Pedestrian level lighting along E Sycamore Street and Carl Young Sr Park shared use path.*
    - *Curb ramps*
    - *Rectangular rapid flashing beacon*
    - *Replacement of the existing bridge along E. Sycamore Street*
    - *Pavement markings and signs*
    - *Concrete driveways within the shared use path limits*
    - *Bike racks, benches, and waste receptacles*

- *Newton Rayzor SRTS*
    - *31,200 LF of 5' wide sidewalk along the streets listed above and on the side of the street shown in the grant application exhibit*
    - *Curb ramps*
    - *Concrete driveways within the limits of the proposed sidewalk*
    - *Pavement markings and signs*

Work under this agreement consists of project management, topographic survey, geotechnical engineering, drainage design, conceptual design, preliminary and final design, bid phase services, environmental clearance services, bid phase services, and construction phase services. It is our understanding that the project will be let by the CITY.

WORK TO BE PERFORMED

Task 1. Design Management
Task 2. Conceptual Design (30% PS&E)
Task 3. Preliminary Design (60% PS&E)
Task 4. Final Design (90% PS&E, 95% PS&E, and 100% PS&E)
Task 5. Bridge Replacement Design
Task 6. Drainage Design
Task 7. Environmental Clearance Services
Task 8. Bidding Phase Services
Task 9. Construction Phase Services
Task 10. Topographic Survey Services
Task 11. Geotechnical Services
Task 12. TDLR Permitting

TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively

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address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team:

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Communications and Reporting:

- Attend a pre-design project kickoff/charter meeting with CITY and TxDOT staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend two (2) field meetings with CITY representatives prior to the 30% and 90% submittals.
- Conduct and document *monthly* project update meetings with CITY's Project Manager and CITY staff.
- Conduct review meetings with the CITY and TxDOT at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit them monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative monthly.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting.
- Two (2) field review meetings.
- Eighteen (18) monthly project update meetings during design phase.

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- Three (3) plan review meetings.
- Project design and bidding phase is estimated to be eighteen months (22) months.
- Project construction phase is estimated to be sixteen (16) months.
- Thirty-eight (38) monthly updates of project status reports and project schedule.

DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule
- Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes
- Monthly project status reports
- Monthly invoices

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

Conceptual Design (30% Plans, Specifications, and Estimate (PS&E)) shall be submitted to the CITY according to the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

ENGINEER will develop the conceptual design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in the coordination of the proposed improvements with any planned future improvements that may influence the project. The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project, which may consist of utilities, agencies (City, TxDOT, etc), City Master Plans, and property ownership as available from the Tax Assessor's office.

- The ENGINEER will consult with the City's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of the above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

2.2. Utility Clearance

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.

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- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.3. The Conceptual Design Package (30% PS&E) will consist of the following:

- Preliminary cover and index of sheets including project limits, area location map, and beginning and end station limits.
- General Notes sheet
- Key Map sheets (2 each).
- Quantity Summary page.
- Existing topography of the project area, along with proposed typical sections, which outline the proposed improvements. Typical sections will show existing ROW, existing and proposed curbs, sidewalks, and curb ramps.
- Project Control sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400, the following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y, and Z coordinates, in an identified coordinate system, and a referred bearing base. Z coordinates on City Datum only; descriptive location.
- Existing conditions and removal sheets.
- Proposed sidewalk and sidepath layout sheets (no profiles).
- Proposed signing and striping layout sheets.
- Proposed pedestrian lighting pole layout sheets for Sycamore Trail.
- Applicable TxDOT and CITY standard details.
- Documentation of key design decisions.
- Conceptual (30%) Opinion of probable construction cost (OPCC).
- Applicable TxDOT or CITY standard detail sheets.
- TxDOT LGPP Documentation
    - LG Checklist
    - Form 1002
    - SED
    - Form 2440
    - Form 2229
    - Draft TxDOT Certifications

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

ASSUMPTIONS

- The CITY 30% PS&E will be submitted in PDF format to ProCore.
- The TxDOT 30% PS&E will be submitted to TxDOT in PDF format to Box.com.
- ENGINEER shall not proceed with the 60% PS&E activities without written approval by the CITY and TxDOT of the 30% PS&E.
- The Newton Rayzor design will consist of up to 31,200 LF of 5' sidewalk.
- The Sycamore trail design will consist of up to 4,200 LF of 10' wide shared use path.
- Existing drainage infrastructure is adequately sized. Pipe/box extensions or minor ditch realignments to accommodate the sidewalk improvements are assumed to have a negligible impact on the hydraulic performance of the drainage facilities.

DELIVERABLES

- 30% PS&E.
- OPCC.
- Documentation of key design decisions
- Applicable TxDOT LGPP forms and checklists for a 30% PS&E.

TASK 3. PRELIMINARY DESIGN (60 PERCENT PS&E).

The 60% PS&E shall be submitted to the CITY according per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

3.1. The Preliminary Design Package (60% PS&E) will consist of the following:

- Preliminary cover showing project limits, area location map, and beginning and end station limits.
- Preliminary sheet index.
- Quantity Summary page.
- Traffic Control Plan showing construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Updated Project Control Sheet.
- Updated existing and proposed typical section sheets.
- Updated existing conditions and removal sheets.
- Prepare sidewalk and shared use path cross sections and profiles of any driveways that are to be reconstructed.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

- No less than two benchmarks plan/profile sheet.
- Bearings given on all proposed centerlines or baselines.
- Updated sidewalk and shared use path layout sheets consisting of ROW lines, horizontal alignments, utility adjustments, curbs, sidewalks, driveways, and existing and proposed contours (0.25' intervals).
- Updated pavement marking and signing layout sheets.
- Preliminary E Sycamore Street bridge layout (effort included in Task 5).
- Preliminary rectangular rapid flashing beacon (RRFB) layout sheet.
- Updated pedestrian lighting plans, which will consist of pole layouts, conduits, ground boxes, and conductors, for E Sycamore Street and Carl Young Sr Park.
- Applicable TxDOT or CITY standard detail sheets.
- Preliminary Erosion Control sheets.
- Preliminary SW3P layouts.
- Preliminary EPIC sheet.
- Preliminary utility conflict matrix.
- Documentation of key design decisions.
- OPCC.
- Project Manual.
- 30% comment/response matrix for CITY and TxDOT comments.
- Updated TxDOT LGPP forms and checklist.
- TxDOT contract time determination.
- Update TxDOT CONNECT.

3.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY and TxDOT, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit this information to the CITY and TxDOT in writing.

ASSUMPTIONS

- Up to six (6) site specific traffic control details will be provided to supplement the TxDOT traffic control standard details.
- The CITY 60% review plan set will be submitted in PDF format to ProCore.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

- The TxDOT 60% review plan set will be submitted in PDF format to Box.com.
- The ENGINEER will upload and update information on TxDOT CONNECT.

DELIVERABLES

- 60% PS&E, Project Manual, draft Certifications, and applicable TxDOT LGPP forms and checklist.
- 30% comment/response spreadsheet.
- Utility conflict matrix.

TASK 4. FINAL DESIGN (90 PERCENT), DISTRICT DESIGN (95%), AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft Plans, Specifications, and Estimate (PS&E) (90%), Project Manual, and applicable TxDOT LGPP forms and checklist will be submitted to CITY and TxDOT per the approved Project Schedule.
- Following a 90% PS&E review meeting with the CITY and TxDOT, the ENGINEER shall submit 95% PS&E, Project Manual, and applicable TxDOT LGPP forms and checklist to the CITY and TxDOT per the approved Project Schedule. The 95% PS&E is intended for TxDOT District review.
- The ENGINEER will incorporate TxDOT District comments on the 95% PS&E and prepare the 100% PS&E, Project Manual, and applicable TxDOT LGPP forms and checklist.
- 90%, 95%, and 100% OPCC

ASSUMPTIONS

- The CITY 90%, 95%, and 100% review plan set will be submitted in PDF format to ProCore.
- The TxDOT 90%, 95%, and 100% review plan set will be submitted in PDF format to Box.com.
- The ENGINEER will upload and update information on TxDOT CONNECT.

DELIVERABLES

- 90% PS&E, Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.
- 95% PS&E Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.
- 100% PS&E, Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

TASK 5. BRIDGE REPLACEMENT DESIGN.

The ENGINEER will complete the following tasks for the design of the bridge replacement along E Sycamore Street. It is assumed that the bridge replacement is a one (1) span bridge of approximately 55' long x 37' wide. The 37' nominal bridge width will service 2-12' lanes, 1-1' TxDOT Combination Rail, 1-1' TxDOT Traffic Rail, 1-1' Pedestrian Rail and 1-10' Shared Use Path. This scope assumes that precast prestressed slab beams will be used with TxDOT standard bridge rails. No aesthetic enhancements are anticipated for this bridge.

5.1. **Bridge Layout.** The ENGINEER shall prepare a bridge layout plan sheet for the bridge replacement on E Sycamore Street at Drainage Channel. The ENGINEER shall determine the location of each soil boring needed for foundation design in accordance with the TxDOT Geotechnical Manual.

The ENGINEER shall comply with all relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists to a practical extent. If necessary, deviation from the above-listed manuals is permitted, provided the ENGINEER submits sound engineering reasoning and/or calculations to justify the change. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The ENGINEER shall locate and plot all soil borings and utilities, show proposed retaining walls (if applicable), and for staged construction, indicate limits of existing bridge for removal and reconstruction.

5.2. **Bridge Detail Summary.** The ENGINEER shall prepare total bridge quantities, estimates, and summary sheets for each bridge or bridge class culvert.

5.3. **Bridge Structural Details.** The ENGINEER shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The ENGINEER shall assemble and complete all applicable State Standard Details sheets.

Additionally, the ENGINEER shall:

- Perform calculations for design of bridge abutments.
- Perform calculations for bridge slab design (if applicable).
- Perform calculations to determine elevations of bridge substructure and superstructure elements.
- Perform calculations for bridge slab beam design.
- Prepare necessary foundation details and plan sheets.
- Prepare plan sheets for abutment design.
- Prepare plan sheets for additional abutment details.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

- Prepare framing plan and slab plan sheets.
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Design beams and prepare beam design tables.
- Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines.

5.4. **Roadway Design.** The ENGINEER will prepare construction plans, specifications, and estimates for full-depth reconstruction of E Sycamore Street to accommodate the bridge replacement. It is assumed the roadway reconstruction will be limited to 100' along E Sycamore Street in each direction of the bridge. The construction plans shall include:

- Horizontal Control
- Typical Sections
- Demolition Plan
- Paving Plan and Profile
- Internal Storm Drain Plan and Profile
- Signing and Marking Plan
- Traffic Control Plan
- Erosion Control Plan

TASK 6. DRAINAGE DESIGN.

The ENGINEER will complete the following tasks for the drainage analysis and design:

6.1. H&H Analysis and Modeling

a. The ENGINEER will obtain the effective hydraulic modeling for Pecan Creek from the City to use as the baseline model for this project. ENGINEER will utilize the existing flow data within the model with no modifications. The ENGINEER will revise the hydraulic model based upRon the topographic survey obtained as part of this project to create a revised existing condition. ENGINEER will include the proposed bridge and channel modifications at Sycamore Street into the hydraulic model to establish the proposed conditions. Two scenarios will be prepared and presented to the City at the 30% submittal. The two scenarios will evaluate the bridge crossing to elevate the bridge to no longer overtop during the 100-year rain event, and the second will be to elevate the bridge to provide freeboard in compliance with the City design criteria. The ENGINEER will meet with the City after the 30% submittal to discuss the two scenarios to receive direction on the bridge design. A flood study will be submitted at 60% submittal to include a report and exhibits documenting the methodology and results of the analysis for a no rise condition. The flood study will be revised at the 90% submittal to reflect the final design and include a no-rise certificate. This task assumes the City will provide the baseline model; ENGINEER can develop the baseline hydraulic model as additional services.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

This task does not include preparation of a LOMR or CLOMR to permit with FEMA. This can be completed as an additional service.

6.2. Scour Analysis

a. ENGINEER, as part of the 90% submittal, will perform a scour analysis following TxDOT criteria for the Sycamore Street Bridge. This will be used with the design of the bridge to protect against high velocities.

TASK 7. ENVIRONMENTAL CLEARANCE SERVICES.

The ENGINEER will complete the following tasks for the environmental clearance process:

7.1. Environmental Services (Categorical Exclusions (CE))

- Coordinate with TxDOT and Prepare Work Plan Development (WPD) forms to support scoping the project in ECOS
  - The following will also be provided with the WPD forms:
    - Vicinity Map
    - Topographic Map
    - Aerial Map
    - THC Atlas
    - TxDOT Aggregator
- Complete Species Analysis Spreadsheet and form
- Complete Surface Waters Form
- Complete Section 404/10 Impact Table
- Complete Checklist for Section 4(f) Exception
- Prepare historic resources PCR and desktop archeological background study (to coordinate with ENV) or prepare a summary memo for coordination directly with Texas Historical Commission (if determined necessary per WPD coordination)
- Respond to TxDOT comments on above-referenced documents
  - Assumes one draft and one final submittal of each document

The following studies are not included in the scope of services and are not anticipated to be required for this proposed project:

- Noise study and modeling
- Air quality modeling/analysis
- Community impacts assessment
- Hazardous materials initial site assessment
- Presence/absence surveys for threatened and endangered species
- Water resources delineation report
- U.S. Army Corps of Engineers Permitting
- Archeological survey and historic resources survey
- Public Involvement (Notice and Opportunity to comment, meetings, and hearings)

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

ASSUMPTIONS

- A non-reporting NWP is assumed to be sufficient to authorize any waters impacts)

DELIVERABLES

- Work Plan Development Tool forms
- Species Analysis Spreadsheet & Form
- Surface Waters Analysis Form
- Section 404/10 Impact Table (Sycamore only)
- Checklist for Section 4(f) Exception (Sycamore only)
- Historic Resources PCR and Archeological Background Study (or memo) if determined necessary

TASK 8. BIDDING PHASE SERVICES

ENGINEER will complete the following tasks for the bidding phase of the project.

8.1. Bidding Support

- Prepare the Project Manual, construction specifications, and TxDOT LGPP documents for project bidding.
- Attend pre-bid meeting and bid opening meeting.
- Assist with bidder questions.
- Prepare bid tabulations for the bids received to check the accuracy.

ASSUMPTIONS

- Two (2) meetings are assumed.

DELIVERABLES

- Project Manual
- Bid Tabulation for received bids in PDF and Excel format

TASK 9. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

9.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- *Visits to Site and Observation of Construction*. ENGINEER will make up to sixteen (16) visits as directed by CITY to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- *Clarifications and Interpretations*. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY or TxDOT.

- *Shop Drawings and Samples*. ENGINEER will review and approve or take other appropriate actions in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- *Substantial Completion*. ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.

- *Final Notice of Acceptability of the Work*. ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

ASSUMPTIONS

- Sixteen (16) site visits are assumed.
- Twenty (20) submittal reviews are assumed.
- Fifteen (15) RFI’s are assumed.

DELIVERABLES

- Response to Contractor RFIs.
- Shop drawing review letters.
- Final Punch List items.

Docusign Envelope ID: DF2E0C6C-4F19-4655-A921-C89E06C2F999

TASK 10. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows.

10.1. Design Survey

- The survey will horizontally and vertically locate visible surface features within the project areas and being more specifically detailed below:
    - Cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade, producing 1' interval contours for a width of ROW to ROW plus 5-feet.
    - Project crossing side streets, alleys, and drainage ways will be surveyed an additional 25' in each direction beyond the main project swath. Crossing alignments will be surveyed for a width that properly covers each crossing feature.
    - All trees will be tagged in the field. Tag IDs, common name, and approximate trunk size will be noted on the survey.
    - Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
    - Terrestrial-based 3D laser scanning will be utilized to capture mapping and improvements as applicable.
    - The survey consists of locating and mapping all visible surface utilities; however, it does not include opening or accessing utility structures to perform measure-downs.
    - Underground public and franchise utilities will be depicted on the survey from surface evidence, record drawings, and by markings placed by Texas811.
    - The survey will detail the existing bridge on E. Sycamore. Mapping will be captured underneath and on the surface of the bridge, including existing columns, railings, abutments, and other features.
- Right of Entry. The ENGINEER will obtain right-of-entry (ROE) for mapping on this project.
- Texas 811 One Call Coordination. Prior to commencing any topographic fieldwork, the ENGINEER will submit a utility locate request for the project limits to Texas811 online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on the survey.
- Private Franchise Utilities. The ENGINEER will locate and tie visible franchise utilities (gas, telephone/FOC, electric, cable, etc.) and associated appurtenances, including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available,

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we will denote size, material type, pressure rating, line voltage, and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

- CITY Public Utilities. The ENGINEER will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-off s, fi re hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances.

- Fence and Retaining Walls. The ENGINEER will provide location, height, and material type for fences located within the project limits. The survey will provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.

- Right-of-Way and Property. The survey will locate and tie existing right-of-way, property lines, and easements, including type, size, volume, and page, where applicable. The survey will show lot, block, abstract number, adjacent street names, and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown in the survey.

- Roadways, Railways, and Improved Surfaces. Roadways, driveways, alleys, and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing pavement markings and signage will be identified on the survey. Traffic signal bases, mast arms, and control boxes will be shown on the survey. Rails will be shot in the center and at the top of each rail.

- Surface Drainage Features. The ENGINEER will locate and tie top, toe, and flow lines of existing swales, channels, and creeks to the project limits. The survey will locate headwall and wingwalls and denote number, size, material type, flow line, and top of pipe elevation for culvert conduit(s).

- Trees, Shrubs, Landscaping, and Irrigation: The ENGINEER will locate all trees, shrubs, and landscaping features and provide identification notes accordingly. The ENGINEER will attempt to provide the tree's common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

10.2 Methods and Precision

- Basis of Control. Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish the horizontal and vertical values.

- Project Coordinate System. Survey coordinates will be provided in a project modified State Plane “surface” position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

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- Horizontal and Vertical Control Methods. Horizontal and vertical control will be established using RTK "base and rover" GPS methods. Control will have an accuracy of +/- 0.04' at the time of survey.
- Data Collection. RTK GPS and robotic total stations will be used for the majority of the survey.

ASSUMPTIONS

- **Sycamore Trail survey limits:**
  - Parkway along Railroad Ave. from E. McKinney Ave to E Sycamore St.
  - Parkway along E Sycamore St. from Railroad Ave. to S Crawford St
  - Sidepath along Carl Young Sr. Park from E Sycamore St. to S Ruddell St.
- **Newton Rayzor survey limits:**
  - Parkway along Linden Drive from Ector St. to Bryan St.
  - Parkway along Carlton Street from Aileen St. to Malone St.
  - Parkway along Crescent Street from Aileen St. to Fulton St. and from Carroll Blvd to Bolivar St.
  - Parkway along Cordell Street from Ector St. to Malone St.
  - Parkway along Emery Street from Ector St to existing sidewalk on Emery St. 160'~ after Primrose Ln
  - Parkway along Amherst Drive from Parkside Dr. to Hinkle Dr.
  - Parkway along Tulane Drive from Fordham Ln to Hinkle Dr.
  - Parkway along Greenbriar Street from Malone St. to Hinkle Dr.
  - Parkway along Auburn Drive from Parkside Dr. to Malone St.
  - Parkway along Parkside Drive from Auburn Dr. to Amherst Dr.
  - Parkway along N Lake Trail from Auburn Dr. to Amherst Dr.
  - Parkway along Georgetown Drive from Auburn Dr. to Amherst Dr.
  - Parkway along Fordham Lane from Belhaven St. to Amherst Dr.
  - Parkway along Bowling Green Street from Auburn Dr. to Tulane Dr.
  - Parkway along Malone Street from Auburn Dr. to Amherst Dr.
  - Intersection at Dartmouth Place and Amherst Dr.
  - Parkway along Cornell Lane from Tulane Dr. to Amherst Dr.
  - Parkway along Hinkle Drive from Amherst Dr. to W University Dr.
  - Parkway along Primrose Lane from W University Dr. to Emery St.
  - Parkway along Aileen Street from Linden Dr. to Cordell St.
  - Intersection at Gober Street and Linden Dr.

DELIVERABLES

- AutoCAD 2024 format Civil 3D CAD files at 1:1 scale (base unit US Survey Foot) containing all pertinent topographic field data.
- PDF copies of project supporting research.
- PDF copies of Texas811 tickets and correspondence.
- Survey base map on 24" x 36" sheets.
- Signed and sealed PDF of the final survey.
- Point file.
- Field sketches and site pictures.

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TASK 11. GEOTECHNICAL ENGINEERING.

The ENGINEER, through a subconsultant (Geotech Subconsultant), will provide geotechnical engineering services in support of the proposed bridge replacement along E Sycamore Street.

11.1. Subsurface Exploration

The Geotech Subconsultant anticipates subsurface conditions to consist of soils of the Woodbine formation overlying the Grayson geological formation.

The Geotech Subconsultant will evaluate subsurface conditions with a total of two (2) sample borings extended 30 feet into unweathered gray limestone to estimated depths of 60 to 65 feet below existing grade.

The Geotech Subconsultant will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated using Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

The Geotech Subconsultant will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. A precise survey of boring locations and elevations is not included. After drilling operations, boreholes will be backfilled with sand and patched at the surface with asphalt.

11.2. Laboratory Services

Considering the planned facilities, anticipated soil conditions, and geology, laboratory tests will be required for classification purposes and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- sieve and hydrometer analysis
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

11.3. Engineering Services

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The Geotech Subconsultant will prepare an engineering report to present the results of the field and laboratory data, together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and groundwater conditions
- recommendations for bridge foundation type, depth and allowable loading including LPile parameters
- minimum penetration of piers to resist uplift (if required)
- foundation construction requirements
- recommended lateral pressures for the design of bridge abutment retaining structures
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

TASK 12. TDLR PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits usually required for a project of this size and type, as follows

12.1. Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- The ENGINEER is responsible for providing plans that follow TDLR requirements.
- Submit construction documents to a Registered Accessibility Specialist (RAS).
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the RAS.
- Request an inspection from a RAS no later than 30 calendar days after construction's substantial completion. Advise the CITY in writing of the results of the inspection.
- All costs associated with TDLR Plan review and inspections are to be paid by the ENGINEER during the project.

ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

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DELIVERABLES

A. Copies of Permit Applications
B. Copies of Approved Permits

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER because of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE)
- Additional roadway design and drainage design beyond the scope included above.
- Preparation of ROW and easement documents
- Negotiation of easements and/or property acquisition services.
- Services related to the development of the CITY's project financing and/or budget.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

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ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

Sycamore Trail and Newton Rayzor SRTS
Transportation Alternatives (TA) Improvements

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a lump sum total not to exceed $1,189,900** for all services, including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Tasks 1 – 12 shall be on a lump sum basis and not to exceed **$1,189,900**.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	$ 67,600
• Task 2 – Conceptual Design (30% PS&E)	$ 250,100
• Task 3 – Preliminary Design (60% PS&E)	$ 208,400
• Task 4 – Final Design (90% PS&E, 95% PS&E, and 100% PS&E)	$ 170,500
• Task 5 – Bridge Design	$ 99,000
• Task 6 – Drainage Design	$ 54,500
• Task 7 – Environmental Clearance Services	$ 67,000
• Task 8 – Bidding Phase Services	$ 6,300
• Task 9 – Construction Phase Services	$ 71,900
• Task 10 – Topographic Survey Services	$ 166,100
• Task 11 – Geotechnical Services	$ 21,900
• Task 12 – TDLR Permitting	$ 6,600
Sub-total:	***$ 1,189,900***
Grand Total	**$1,189,900**

The total fee breakdown by project is as follows:

- Sycamore Trail: $578,400
- Newton Rayzor SRTS: $611,500

The ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and the ENGINEER project number.

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ATTACHMENT "C"

PROJECT SCHEDULE

Design Services for

Sycamore Trail and Newton Rayzor SRTS
Transportation Alternatives (TA) Improvements

The ENGINEER will coordinate with the CITY to develop an acceptable schedule during the project kick-off meeting.

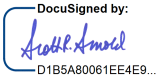
Certificate Of Completion

Envelope Id: DF2E0C6C-4F19-4655-A921-C89E06C2F999
Status: Sent
Subject: Please DocuSign: City Council Contract 8377-010 NCTCOG TA Grant Design
Source Envelope:
Document Pages: 40
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/11/2025 11:43:30 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/11/2025 12:03:41 PM Viewed: 9/11/2025 12:03:55 PM Signed: 9/11/2025 12:04:17 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 12:04:18 PM Viewed: 9/11/2025 12:52:02 PM Signed: 9/11/2025 12:52:35 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 12:52:37 PM Viewed: 9/12/2025 11:46:34 AM Signed: 9/12/2025 11:47:49 AM
Scott Arnold Scott.Arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d	DocuSigned by:  D1B5A80061EE4E9... Signature Adoption: Uploaded Signature Image Using IP Address: 130.41.212.55	Sent: 9/12/2025 11:47:52 AM Viewed: 9/12/2025 11:56:12 AM Signed: 9/15/2025 1:33:10 PM

Signer Events	Signature	Timestamp
Scott McDonald Scott.mcdonald@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by:  D4585119F060407... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/15/2025 1:33:12 PM Viewed: 9/15/2025 1:33:42 PM Signed: 9/15/2025 1:34:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2025 1:33:42 PM ID: 81cbf323-29bd-4c98-aa56-0b0a8e75e565		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/15/2025 1:34:32 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/11/2025 12:04:18 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/15/2025 1:34:31 PM Viewed: 9/16/2025 3:06:19 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Charlie Rosendahl Charlie.rosendahl@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 9:57:29 AM ID: 227cc312-0797-45bf-9efc-e18d774dde0c		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2025 12:03:41 PM
Envelope Updated	Security Checked	9/12/2025 1:18:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8689 for Armored Car Services for the Customer Service Department; and providing an effective date (RFP 8689).

INFORMATION/BACKGROUND

Customer Service manages the armored car service contract for the City. Due to rising costs, the contracted spend was exhausted early. A Request for Proposals for these services was issued on November 8, 2024, and one (1) proposal was received. After the evaluation of the proposal, the City started negotiations with the vendor. During the negotiation process, the City decided it would be best to reject the proposal and evaluate options for maintaining the current contract through the planned end date, and re-issue the solicitation at that time.

To continue to have services available through the end of the original contract term, the City has amended the current contract through March 22, 2027.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for RFP 8689 for Armored Car Services.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Christa Foster, 940-349-7412.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 8689 FOR ARMORED CAR SERVICES FOR THE CUSTOMER SERVICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8689).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Armored Car Services (RFP 8689) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 8689 – Armored Car Services) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 8689.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFP 8689 to reject said proposals to the City Manager, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 14, 2025

SUBJECT

Consider a resolution of the city of Denton allowing The Bearded Monk to sell alcoholic beverages at the Denton Day of the Dead Festival, on Saturday, October 25, 2025 from 11:00 a.m. to 10:00 p.m., at Williams Square (179 E. Hickory Street), and on Industrial Street at Mulberry street; upon satisfying certain conditions; authorizing the city manager to execute an agreement in conformity with this resolution; and providing for an effective date.

BACKGROUND

Denton's Day of the Dead Festival is organized by Denton Day of the Dead Festival Inc. The festival is a free multicultural family-friendly event that serves to celebrate and honor the hallmarks of autumn in the American Southwest including the harvest, Halloween, and *Día de los Muertos*.

The event will take place at East Hickory Street, East Oak Street, Austin Street, and Industrial Street in Denton, Texas, and will feature a Twilight Lantern Parade, coffin races, a pumpkin patch, Cirque du Horror, food vendors, and more. Event organizers anticipate 20,000 in attendance over the three days.

The Denton Day of the Dead Festival, Inc. is requesting an alcohol exception for Saturday, October 25, 2025 from 11:00 a.m. to 10:00 p.m. at Williams Square (179 E. Hickory Street) and Industrial Street (Industrial Street at Mulberry Street).

Denton Day of the Dead Festival has partnered with The Bearded Monk to provide these services. The Bearded Monk will be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Williams Square and Industrial St. and will provide Liquor (Dram shop) Liability Insurance in the amount of $1,000,000 per occurrence. The Denton Day of the Dead Festival Inc. will be responsible for providing police security at the event and will provide Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence. Both respective parties have signed an Agreement with the City (Exhibit 2) to indemnify the City of Denton against any liability incident(s) pending approval of the request.

OPTIONS

Approve, amend or deny.

RECOMMENDATION

Staff recommends approval.

PRIOR ACTION/REVIEW

In 2024, City Council approved City Council approved Denton Day of the Dead Festival Inc. and Campus Theatre Concessions to sell alcoholic beverages for the Denton Day of the Dead Festival under Resolution 24-1946.

In 2023, approval to sell alcoholic beverages for the Denton Day of the Dead Festival was granted by the Denton Parks and Recreation Department Director.

On September 28, 2022, City Council approved Denton Day of the Dead Festival Inc. and Campus Theatre Concessions to sell alcoholic beverages for the Denton Day of the Dead Festival under Resolution 22-1817.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Resolution and Agreement

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Omar Siddiqi, Administrative Analyst

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON ALLOWING THE BEARDED MONK TO SELL ALCOHOLIC BEVERAGES AT THE DENTON DAY OF THE DEAD FESTIVAL, ON SATURDAY, OCTOBER 25, 2025 FROM 11:00 A.M. TO 10:00 P.M., AT WILLIAMS SQUARE (179 E. HICKORY STREET), AND ON INDUSTRIAL STREET AT MULBERRY STREET; UPON SATISFYING CERTAIN CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN CONFORMITY WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") is the owner of public rights of way in Downtown Denton; and

WHEREAS, the Denton Day of the Dead Festival Inc. will host the Denton Day of the Dead Festival on Saturday, October 25 from 11:00 a.m. to 10:00 p.m., at Williams square (179 E. Hickory Street), and on Industrial Street at Mulberry Street; to celebrate and honor the hallmarks of autumn in the American Southwest including the harvest, Halloween and Día de los Muertos; and

WHEREAS, The Bearded Monk has requested they be allowed to sell alcoholic beverages at the Denton's Day of the Dead Festival; and

WHEREAS, the City Council deems it in the public interest to authorize the City Manager, or designee, to allow The Bearded Monk to sell alcoholic beverages at the Denton Day of the Dead Festival on Saturday, October 25, 2025, so long as certain conditions are met by The Bearded Monk and the Denton Day of the Dead Festival Inc.; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

SECTION 2. The Bearded Monk shall be allowed to sell alcoholic beverages at the Denton Day of the Dead Festival, on Saturday, October 25, 2025, from 11:00 a.m. to 10:00 p.m. at 179 E. Hickory Street and Industrial Street, Denton, Texas, upon entering into and complying with the attached agreement with the City of Denton and satisfying the following conditions:

1. THE BEARDED MONK shall be responsible for securing the space needed to sell alcoholic beverages at Williams Square;

2. THE BEARDED MONK shall abide by all laws, resolutions, rules, and regulations, and will be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Williams Square;

3. THE BEARDED MONK shall furnish Liquor (Dram shop) Liability Insurance in the amount of $1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related the sale of alcoholic beverages;

4. DENTON DAY OF THE DEAD FESTIVAL INC. will provide Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related to the event and the sale of alcoholic beverages;

5. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide the security necessary for the sale of alcoholic beverages.

SECTION 3. The City Manager, or designee, is authorized to execute an agreement in conformity with this Resolution, which shall be substantially in the form of the agreement attached hereto and made a part hereof by reference.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____. This Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

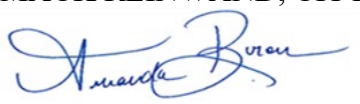
PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

Docusign Envelope ID: C34CAD11-EC2E-435F-B8AA-1EB28CD35076

CITY OF DENTON AGREEMENT WITH DENTON DAY OF THE DEAD FESTIVAL INC. AND THE BEARDED MONK

STATE OF TEXAS §

COUNTY OF DENTON §

This Agreement, made this _____day of October 2025, by and between the City of Denton, a Texas home-rule municipal corporation, hereinafter referred to as the "CITY", and THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL, INC.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
GENERAL

The City grants to THE BEARDED MONK the privilege to sell alcoholic beverages for the DENTON DAY OF THE DEAD FESTIVAL INC., subject to the exceptions and conditions hereinafter set forth, at the DENTON'S DAY OF THE DEAD FESTIVAL on Saturday, October 25 from 11:00 a.m. to 10:00 p.m. at Williams Square (179 E. Hickory Street), and on Industrial Street at Mulberry Street in Denton, TX. This privilege does not extend beyond said dates and times.

ARTICLE 2
TERMS AND CONDITIONS

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall comply with this agreement and perform the following in order to exercise the privilege to sell alcoholic beverages at Williams Square (179 E. Hickory St.) and on Industrial Street at Mulberry Street in Denton, TX for the DENTON DAY OF THE DEAD FESTIVAL:

A. THE BEARDED MONK shall be responsible for securing the space needed to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street in Denton, TX.

B. THE BEARDED MONK shall be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street for the DENTON DAY OF THE DEAD FESTIVAL.

C. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide the security necessary for the sale of alcoholic beverages as predetermined and outlined in the Williams Square rental agreement and on Industrial Street at Mulberry Street, if necessary.

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D. DENTON DAY OF THE DEAD FESTIVAL INC. and THE BEARDED MONK shall waive their right to exercise the privilege to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street for the DENTON DAY OF THE DEAD FESTIVAL, if one or both respective parties fails to comply with any portion of this agreement including but not limited to, failing to provide proof of compliance prior to the event.

ARTICLE 3
LOCAL RULES AND REGULATION

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. agree to abide by all municipal, county, state and federal laws, resolutions, rules and regulations and specifically, without limitation, to obtain all necessary and proper licenses, permits and authorizations, and to comply with the requirements of any duly authorized person acting in connection therewith. THE BEARDED MONK shall pay all taxes, if any, of every nature and description arising out of or in any manner connected with the sale of alcoholic beverages.

THE BEARDED MONK will exercise reasonable care and due diligence in the sale of alcoholic beverages at the DENTON DAY OF THE DEAD FESTIVAL.

ARTICLE 4
INDEMNITY AGREEMENT

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL, INC. shall indemnify and save and hold harmless the CITY and its officers, agents, and employees from and against any and all liability, claims, demands, losses, and expenses, including but not limited to, court costs and reasonable attorney fees incurred by the CITY, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of DENTON DAY OF THE DEAD FESTIVAL, INC., THE BEARDED MONK, or their officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement. Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 5
INSURANCE

During the performance of this Agreement, THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

A. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide and maintain Comprehensive General Liability Insurance with bodily injury limits of not less than

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$1,000,000 for each occurrence and not less than $1,000,000 in the aggregate, and with property damage limits of not less than $100,000 for each occurrence and not less than $100,000 in the aggregate.

E. THE BEARDED MONK shall provide and maintain Liquor (Dram shop) Liability Insurance in the amount of $1,000,000 per occurrence for the DENTON DAY OF THE DEAD FESTIVAL at Williams Square and on Industrial Street at Mulberry Street where alcohol will be provided or served.

B. THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall furnish insurance certificates or insurance policies to the CITY as evidence of such coverages. The insurance policies shall name the CITY as an additional insured on all such policies and shall contain a provision that such insurance shall not be canceled or modified without written notice to the CITY. In such event, the policy holder, DENTON DAY OF THE DEAD FESTIVAL INC., and/or THE BEARDED MONK shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

C. Said insurance policies are subject to review by the CITY and may be rejected at the CITY's sole discretion, for any reason, as long as the reason is communicated to the policy holder prior to the day of the event.

ARTICLE 6
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the addresses shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

THE BEARDED MONK:
Ben Esely
122 E. McKinney St.
Denton, Texas 76201

CITY OF DENTON:
City Manager
215 E. McKinney St.
Denton, Texas 76201

DENTON DAY OF THE DEAD FESTIVAL INC.
David Pierce, President 2016
N. Bell Ave.
Denton, TX 76209

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

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ARTICLE 7
ENTIRE AGREEMENT

This Agreement, consisting of five (5) pages and 0 exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 8
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 9
DISCRIMINATION PROHIBITED

In performing the services required hereunder, THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 10
PERSONNEL

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. represents that they have or will secure, at their own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with the CITY.

ARTICLE 11
ASSIGNABILITY

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

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ARTICLE 12
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 13
MISCELLANEOUS

A. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

B. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager; and DENTON DAY OF THE DEAD FESTIVAL INC. and THE BEARDED MONK has executed this Agreement through their duly authorized undersigned officers on this the _____ day of October 2025.

CITY OF DENTON, TEXAS

_____
SARA HENSLEY,
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Signed by: DD57D955AEFE4F3... _____

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DENTON DAY OF THE DEAD FESTIVAL INC.

BY:_____
DAVID PIERCE, PRESIDENT

THE BEARDED MONK

BY:_____
BEN ESELY, OWNER

WITNESS:

BY: _____

THIS AGREEMENT HAS BEEN

BOTH REVIEWED AND APPROVED

as to financial and operational obligations and business terms.

Signed by:
AC6AE9F7A4264A9...
SIGNATURE

Gary Packan
PRINTED NAME

Director of Parks and Recreation
TITLE

Parks and Recreation
DEPARTMENT

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Inpowerd LLC, for consulting services related to Electric Regulatory Compliance for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8840 – awarded to Inpowerd LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $750,000.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City's Electric Department, Denton Municipal Electric (DME), is a North American Electric Reliability Corporation (NERC) Registered Entity that must be compliant with NERC's standards for the electric power industry. DME must comply with over 350 NERC requirements. These are enforced by the Federal Energy Regulatory Commission. In addition to these, DME must also comply with Electric Reliability Council of Texas (ERCOT) protocol and guides, as well as the Public Utility Commission of Texas (PUCT) rules. Violations of these standards, protocols and guides, and rules could result in Civil Penalties as well as removal of DME's registrations to operate on ERCOT's grid and participate in its market. DME is seeking approval of an agreement for services to evaluate Denton Municipal Electric's existing Regulatory Compliance Program, consisting of NERC, ERCOT, and PUCT, in advance of a 2028 audit. The primary objective is the identification of program deficiencies to eliminate non-compliance findings and provide mitigation for any deficiencies with appropriate internal controls and programmatic changes. The purpose of this will be to ensure an effective and efficient reduction of risks to the reliability and security of the Bulk Electric System.

If approved, Inpowerd LLC will provide the following services:

- Review and update of DME's Internal Compliance Program
- Analysis of DME's existing regulatory compliance program documents such as Reliability Standard Audit Work Sheet (RSAWS), policies, processes, programs, and plans in the areas of Distribution Provider, Generation Owner, Generation Operator, Transmission Owner, Transmission Operator, and Transmission Planner in comparison with the requirements for each of these areas to assess if

DME's program reasonably addresses them and identify specific areas of DME's program that may be deficient.

- Assist with regulatory compliance items for NERC standards, PUCT rules, and ERCOT protocols that must be adhered to by DME.
- For identified deficiencies (if any), create new or amended program language that will reasonably mitigate the found deficiencies and assist with the identification of evidence that would satisfy the mitigated language.
- For program areas that are not deemed deficient in relation to compliance, but are fairly considered to have inefficient methodologies or are out of step with general industry practice, the vendor shall identify these areas and suggest alternative program methods and/or language.
- Review and assess evidence generated by the current program for completeness and identify areas where augmentation would be beneficial.
- Identify and consult on the development of internal controls for both NERC Critical Infrastructure Protection and Operations & Planning Standards, PUCT, and ERCOT that aid in evidence creation and retention.
- Consult on a compliance platform that most appropriately addresses DME's current and future internal controls for all DME Regulatory Compliance.
- Provide bi-annual review informing executive management of compliance program maturity, recommended resource allocation, short- and long-term program prioritization, and managerial consent.
- Consultation and assistance with audit preparation and audit engagement. This will consist of evaluating particular inquiries of the audit team and providing a strategic approach to responding, with the goal of achieving the best results possible. It is anticipated that this will proceed on an ad hoc basis and be done by remote/ on-site meeting. This is a selection of a new vendor and not an additional cost to operating budgets.

Project Description	Estimated 5-Year Expenditure
Consulting Services Fiscal Year 2026	$300,000
Consulting Services Fiscal Year 2027	150,000
Consulting Services Year 3	150,000
Consulting Services Year 4	75,000
Consulting Services Year 5	75,000
Total	**$750,000**

Request for Qualifications was sent out to 1,215 prospective bidders for this item, including 41 Denton firms. In addition, the RFQ was placed on the Procurement website for prospective respondents to download, and advertised in the local newspaper. Nine (9) statements of qualifications (SOQ) were received. The SOQs were evaluated based on published criteria, including compliance with specifications, probable performance, and delivery. Based upon this evaluation, the recommended award is to Inpowerd LLC, and is determined to be the most qualified firm for the City.

NIGP Code Used for Solicitation:	918 - (Service Only) - Consulting Services
Notifications sent for Solicitation sent in IonWave:	1,215
Number of Suppliers that viewed Solicitation in IonWave:	38
HUB-Historically Underutilized Business Invitations sent out:	201
SBE-Small Business Enterprise Invitations sent out:	469
Responses from Solicitation:	9

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 29, 2025, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Award a contract to Inpowerd LLC, for consulting services related to Electric Regulatory Compliance for Denton Municipal Electric, one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $750,000.

PRINCIPAL PLACE OF BUSINESS

Inpowerd LLC
Dunlap, TN

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These services will be funded from Operating Budget account 600202.7899. Requisition #171813 has been entered into the Purchasing software system in the amount of $50,000. The budgeted amount for this item is $750,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Evaluation Sheet
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Marcella Lunn at 940-349-8333.

Exhibit 2
RFQ 8840 - Evaluation Sheet for Electric Regulatory Compliance Consultant

Round 1 - Step 1

	Respondents Business Name:	**INPOWERD LLC**	Burns & McDonnell Engineering Company, Inc.	CRA International, Inc.	Guidehouse Inc.	Electric Power Engineers, LLC	Radian Generation LLC	HSI Workplace Compliance Solutions, Inc.	Archer Energy Services	Sharp Engineering Services Corp.
	Principal Place of Business (City and State):	**Dunlap, TN**	Kansas City, MO	Boston, MA	McLean, VA	Austin, TX	Charlotte, NC	Frisco, TX	Clackamas, OR	Auburndale, FL
Item #	**Scoring Criteria**									
1	Delivery/Project Schedule - 30%	**26.00**	22.00	22.00	26.00	20.00	22.00	18.00	8.00	20.00
2	Compliance with Specifications - 30%	**28.00**	26.00	24.00	22.00	22.00	20.00	22.00	18.00	14.00
3	Past Experience- 40%	**37.33**	32.00	32.00	24.00	29.33	26.67	21.33	24.00	13.33
	Total Score:	**91.33**	80.00	78.00	72.00	71.33	68.67	61.33	50.00	47.33

Round 2 - After Interview

	Respondents Business Name:	**INPOWERD LLC**	CRA International, Inc.	Burns & McDonnell Engineering Company, Inc.
	Principal Place of Business (City and State):	**Dunlap, TN**	Boston, MA	Kansas City, MO
Item #	**Scoring Criteria**			
1	Delivery/Project Schedule - 30%	**24.00**	24.00	18.00
2	Compliance with Specifications - 30%	**24.00**	24.00	12.00
3	Past Experience- 40%	**40.00**	16.00	24.00
	Total Score:	**88.00**	64.00	54.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INPOWERD LLC, FOR CONSULTING SERVICES RELATED TO ELECTRIC REGULATORY COMPLIANCE FOR DENTON MUNICIPAL ELECTRIC AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8840 – AWARDED TO INPOWERD LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $750,000.00).

WHEREAS, Inpowerd LLC, the professional services provider (the "Provider") set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the service contract attached hereto with Inpowerd LLC, for consulting services related to Electric Regulatory Compliance for Denton Municipal Electric.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, Texas expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

Docusign City Council Transmittal Coversheet

PSA	8840
File Name	Electric Regulatory Compliance Consultant
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8840

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and INPOWERD LLC, with its corporate office at 1596 Woods Road, Dunlap, TN 37327, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Electric Regulatory Compliance Consultant as described in **Exhibit A**, which is on file at the purchasing office and incorporated herein (the "Project").

ARTICLE II
SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

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A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 8840 – Electric Regulatory Compliance Consultant which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.

B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.

C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.

D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III
ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit C**.

A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

E. Visits to the site in excess of the number of trips included in **Exhibit B**.

F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

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ARTICLE IV
TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B.** The contract shall remain effective for an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Consultant's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.

2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed $750,000.00

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

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It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

C. ADDITIONAL SERVICES: For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit C**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

D. PAYMENT: If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.

E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit D** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising

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out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.

B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII
NOTICES

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All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:	To OWNER:
INPOWERD LLC Earl W. Shockley 1596 Woods Road Dunlap, TN 37327	City of Denton Purchasing Manager –File 8840 901B Texas Street Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

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In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFQ 8840 – Electric Regulatory Compliance Consultant (on file at the purchasing office)
Exhibit B – Consultant's Scope of Services Offer

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

Exhibit C – Consultant's Compensation Rate Sheet and Project Schedule
Exhibit D – Consultant's Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Earl W. Shockley, Sam Austin, and Patrick Miller. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.

F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII
INDEPENDENT CONTRACTOR

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII
RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV
PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

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Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVII
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVIII
TERMINATION RIGHT FOR CONTRACTS WITH COMPANIES DOING BUSINESS WITH CERTAIN FOREIGN-OWNED COMPANIES

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

ARTICLE XXIX
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 8840 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

ARTICLE XXX
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

CONSULTANT – INPOWERD, LLC

BY: DocuSigned by: Earl Shockley
04F1F90159304A4...
AUTHORIZED SIGNATURE

Printed Name: EARL W. SHOCKLEY

Title: PRESIDENT and CEO

(423) 949-4677
PHONE NUMBER

Earl.shockley@inpowerd.com
EMAIL ADDRESS

__2025_- 1354436
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

Signed by: Antonio Puente, Jr. Antonio Puente, Jr.
E3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
_____ CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
4B070831B4AA438...

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Exhibit A
RFQ 8840 – Electric Regulatory Compliance Consultant
(on file in the Purchasing office)

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

EXHIBIT B

Project Schedule and Cost Sheet

(RFQ #8840)

Electric Regulatory Compliance Consultant

Denton Municipal Electric

Respectfully Submitted by INPOWERD LLC

August 15, 2025

Revised August 29, 2025

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

TABLE OF CONTENTS

TABLE OF CONTENTS **2**

1 PROJECT OVERVIEW AND SCOPE **3**

1.1 Project Overview and Scope **3**

1.1.1 DME Defined Scope 3

2 PROJECT MANAGEMENT AND SCHEDULING **6**

2.1 Project Management and Communications **6**

2.2 Project Timeline **7**

3 Proposed Project Cost **8**

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

1 PROJECT OVERVIEW AND SCOPE

1.1 Project Overview and Scope

The purpose of this project is to evaluate DME's existing Regulatory Compliance Program consisting of NERC (North American Electric Reliability Corporation), ERCOT (Electric Reliability Council of Texas), and PUCT (Public Utility Commission of Texas) in advance of a 2028 audit. The primary objective is the identification of program deficiencies to eliminate non- compliance findings and provide the mitigation for any deficiencies with appropriate internal controls and programmatic changes. The purpose of this will be to ensure an effective and efficient reduction of risks to the reliability and security of the Bulk Electric System.

INPOWERD will conduct an initial Gap Assessment to assist DME with preparation for a TRE compliance audit in 2028, to ensure compliance obligations are being met for the current NERC standards in scope for this project and DME's functional registrations as:

- Distribution Provider (DP)
- Generation Owner (GO)
- Generation Operator (GOP)
- Transmission Owner (TO)
- Transmission Operator (TOP)
- Transmission Planner (TP)

NOTE: For this engagement, INPOWERD will provide three former, seasoned, certified, FERC, NERC and regional level ERO auditors.

1.1.1 DME Defined Scope

The primary focus of this project will be on the specific work items and deliverables identified in DME's request for qualifications.

DME anticipates that the scope of work will include, at a minimum, the following:

SPECIFIC WORK ITEMS:

- Review and update of DME's Internal Compliance Program
- Analysis of DME's existing regulatory compliance program documents such as RSAWS, policies, processes, programs and plans in the areas of DP, GO, GOP, TO, TOP, and TP in comparison with the requirements for each of these areas to assess if DME's program reasonably addresses them and identify specific areas of DME's program that may be deficient.
- Assist with regulatory compliance items for NERC standards, PUCT (Public Utility Commission of Texas) rules and ERCOT (Electric Reliability Council of Texas) protocols that must be adhered to by DME.
- For identified deficiencies (if any), create new or amended program language that will reasonably mitigate the found deficiencies and assist with the identification of evidence that would satisfy the mitigated language.
- For programs areas that are not deemed deficient in relation to compliance but are fairly considered to have inefficient methodologies or are out of step with general industry practice, vendor shall identify these areas and suggest alternative program methods and/or language.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

- Review and assess evidence generated by the current program for completeness and identify areas where augmentation would be beneficial.
- Identify and consult on the development of internal controls for both NERC CIP and O&P Standards, PUCT, and ERCOT that which aides in evidence creation and retention.
- Consult on a compliance platform that most appropriately addresses DME's current and future internal controls for all DME Regulatory Compliance.
- Provide bi-annual review informing executive management of compliance program maturity, recommended resource allocation, short- and long-term program prioritization, and managerial consent.
- Consultation and assistance with audit preparation and audit engagement. This will consist of evaluating particular inquiries of the audit team and provide a strategic approach to responding with the goal of achieving the best results possible. It is anticipated that this will proceed on an ad hoc basis and be done by remote/ on-site meeting.

TECHNICAL SPECIFICATIONS:

Documents shall be clear, concise and geared to a subject matter expert and user responsible for execution of the task required by regulatory authorities. Documents shall reference the requirement(s), rule(s), protocol(s), regulation(s), etc.

DELIVERABLES:

- Updated Internal Compliance Program document.
- Documented list of programs areas identified as potentially deficient by NERC requirement.
- Develop and document new alternative program language that will address the deficiencies.
- Document areas that may not have a compliance issue but are concerning due to poor or outdated methodology and suggest language to correct.
- List of reviewed evidence from existing program with a grading as to its application to the given standard it is being applied to, and its potential values as evidence for other standards.
- List of examples of augmenting evidence to further bolster a successful audit, if it is possible and permissible for DME to produce.
- List of recommended internal controls.
- Recommendation of centralized platform to be used by DME Compliance for evidence creation and retention.
- Development of RSAWS for applicable NERC standards and updates or recommendations to existing RSAWs.
- Conduct activities authorized by DME, in accordance with vendor suggestions.
- Provide an organizational change management strategy that includes informing staff of changes, training staff, and final implementation of completed compliance services and its effect on overall OCM strategy.
- Presentation to DME Executive Management bi-annually.
- Project kick-off meeting to establish a shared understanding of project goals, scope, and deliverables. Introduce key team members, define roles and responsibilities, and outline the project timeline, milestones, and success criteria. Include discussions on project risks, communication protocols, stakeholder expectations, and resource allocation. Review any relevant background information or documentation. Conclude with clear next steps, action items, and agreement on the schedule for regular

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

progress updates.

- Monthly strategic meetings that facilitates discussions on key objectives, recent progress, upcoming challenges, and priorities. Include a review of ongoing projects, risk assessments, new initiatives, and project financials such as budget left and percent complete.
- Weekly tactical meeting to convene as a minimum check-in to assess project progress, address immediate issues, and ensure alignment on short-term tasks and priorities. Review completed actions, upcoming deadlines, and any obstacles requiring resolution. Discuss status updates on deliverables, clarify outstanding questions, and realign responsibilities if necessary.
- Project overview document.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

2 PROJECT MANAGEMENT AND SCHEDULING

2.1 Project Management and Communications

Communication and exchange of information are essential for successful execution of the tasks presented in the DME RFQ. INPOWERD follows a systematic approach to ensure the highest standard of project management and communications. Although the models, materials, personnel, and management responsibilities for each compliance project vary, INPOWERD's approach to Project Management does not. INPOWERD LLC uses the industry-standard, systematic, Project Management (PM) framework, methods, and approaches in all consulting engagements.

INPOWERD's President and CEO (Earl Shockley) will be the primary point of contact for DME during this project. We will work diligently to ensure scheduling of project activities minimizes interference with the normal occurrence of DME's business. INPOWERD is flexible to adjust project schedules to allow for activities to occur outside regular working hours and is committed to adjusting the project schedules to manage foreseeable fluctuations in workload.

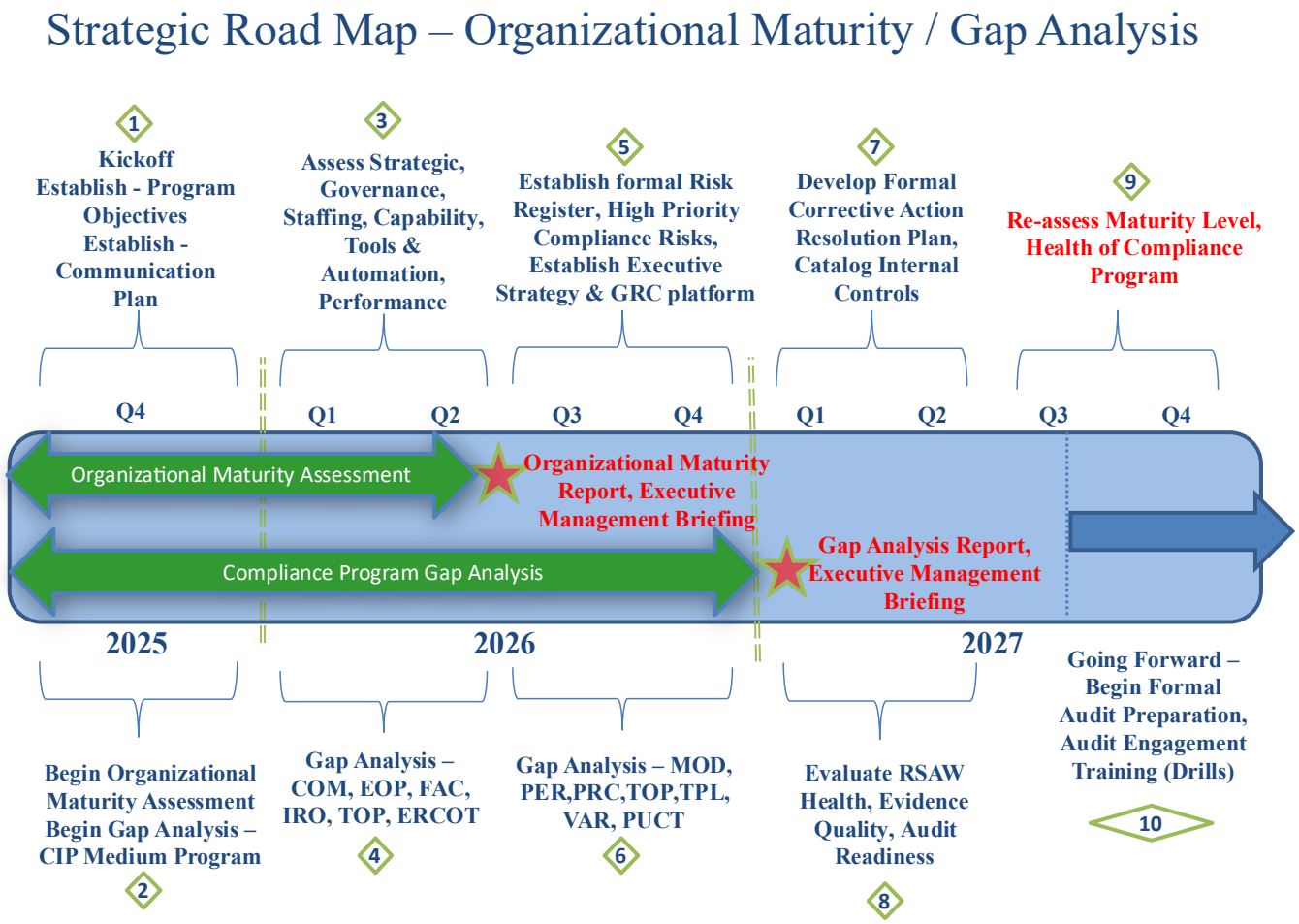
INPOWERD understands that system events driven by weather and natural disasters are probable occurrences on the power grid. We are committed to ensuring our resources are available to assist DME, work independently or side by side depending on DME staff's availability.

- **Joint Kick-Off Meeting:** INPOWERD will conduct a kickoff meeting on-site at DME to establish a shared understanding of project goals, scope, and deliverables. Introduce key team members, define roles and responsibilities, and outline the project timeline, milestones, and success criteria. Include discussions on project risks, communication protocols, stakeholder expectations, and resource allocation. Review any relevant background information or documentation. Conclude with clear next steps, action items, and agreement on the schedule for regular progress updates.
- **Information Requests:** INPOWERD will work with DME to submit necessary Requests for Information (RFI) of the necessary documentation and evidence to support the Mock Audit process.
- **Interviews of DME SMEs:** Initial interviews with SMEs will be conducted on-site concurrent with the Joint Kickoff Meeting and will be coordinated and preapproved by the DME Project Manager in advance. If additional information is needed during the on-site review sessions, INPOWERD will schedule and conduct SME discussions using conference calls or web conferences. Interviews with SMEs and compliance staff will follow the audit approach used by the ERO. INPOWERD's preferred web-based method of reviews is Microsoft Teams.
- **Secure File Transfer:** INPOWERD provides and facilitates a secure SharePoint site (in transit and at rest) for each client throughout the engagement. This allows active sharing of policies, procedures and 693 related documentation for off-site review, it is understood and agreed that all material will remain DME after the engagement ends. INPOWERD only addresses CIP Confidential Information and CEII material on-site with the client directly or via secure webinar led by the client. INPOWERD respects the importance and confidentiality of all CEII and CIP Confidential Information. In situations where Bulk Electric System Cyber System Information (BCSI) must be shared, all required protections from DME's Information Protection Program will be followed.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

2.2 Project Timeline

INPOWERD is fully committed to completing the evaluation of DME's Regulatory Compliance Program prior to May 2027. INPOWERD will coordinate with DME staff to establish the project timelines and status meetings upon award of the contract. INPOWERD anticipates a project kickoff in early Q4, or within two weeks of the execution of the contract.



Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

3 Proposed Project Cost

3.1 Proposed Project Cost

INPOWERD will use three (3) dedicated auditors for on-site for 693 and three (3) dedicated auditors for CIP fieldwork and five (5) dedicated auditors/engineers, plus support staff, for the off-site portions of this engagement. INPOWERDs billing rate can be found in section 3.1.2 of this document. Master Service Agreements for any additional consulting services are welcomed. Payment terms are NET-30.

We will bill DME on a Time & Materials basis per the rates indicated in Section 3.1.2. We will work with DME to set road maps and project costs for the phases of the project. The table below reflects the estimated hours needed to complete the work items and deliverables specified in RFQ #8840.

Project Activities: Operations & Planning (693) and CIP:	Rate	Est. Hrs.	Estimate Cost
1. **Project Kickoff (Prep and On-site):** Project kick-off meeting to establish a shared understanding of project goals, scope, and deliverables. Introduce key team members, define roles and responsibilities, and outline the project timeline, milestones, and success criteria. Include discussions on project risks, communication protocols, stakeholder expectations, and resource allocation. Review any relevant background information or documentation. Conclude with clear next steps, action items, and agreement on the schedule for regular progress updates. (Includes on-site for 1 week and initial interviews with SMEs. Travel costs billed on reimbursement basis.)	$200	132	$26,400
2. **Internal Compliance Program:** Organizational Maturity Assessment, ICP Review, Organizational Gap Analysis (i.e., Governance, strategy, resource capability, change management strategy, etc.) and program updates.	$200	120	$24,000
3. **Reliability Standards Gap Analysis Activities:** Analysis of existing regulatory compliance program documents such as RSAWS, policies, processes, programs and plans in the areas of DP, GO, GOP, TO, TOP, and TP in comparison with the requirements for each of these areas. (For 693, estimate 377 requirements @ 3 hours each, less 6% redundancy factor. Does not include NUC standards) For CIP: Full audit of CIP-002 – CIP-014. Team of 3 NERC Consultants. (1 week pre-audit off-site, 1 week on-site, and reporting post audit off-site. Travel costs billed on reimbursement basis.)	$200 $225	1063 285	$212,628 $64,125
4. Development of RSAWS for applicable NERC standards and updates or recommendations to existing RSAWs. This is contingent upon the results of No. 3: Reliability Standards Gap Analysis. A flat fee can be provided for the complete development of any deficient RSAWs. (Typically, 1.5 hours for each new RSAW.)	$200 693 $225 CIP	TBD	TBD
5. Assist with regulatory compliance items for NERC standards, PUCT (Public Utility Commission of Texas) rules and ERCOT (Electric Reliability Council of Texas) protocols that must be adhered to by DME.	$200	TBD	TBD
6. For identified deficiencies (if any), create new or amended program language that will reasonably mitigate the found deficiencies and assist with the identification of evidence that would satisfy the mitigated language.	Dependent upon ICP/Gap Analysis. Billed at T/E.		
7. For programs areas that are not deemed deficient in relation to compliance but	Included in Gap Analysis		

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

Project Activities: Operations & Planning (693) and CIP:	Rate	Est. Hrs.	Estimate Cost
are fairly considered to have inefficient methodologies or are out of step with general industry practice, vendor shall identify these areas and suggest alternative program methods and/or language. **8.** Review and assess evidence generated by the current program for completeness and identify areas where augmentation would be beneficial.			
9. Identify and consult on the development of internal controls for both NERC CIP and O&P Standards, PUCT, and ERCOT that aids in evidence creation and retention.	$200 $225	40 35	$8,000 $7,875
10. Consult on a compliance platform that most appropriately addresses DME's current and future internal controls for all DME Regulatory Compliance.	$200	20	$4,000
11. Provide bi-annual review informing executive management of compliance program maturity, recommended resource allocation, short- and long-term program prioritization, and managerial consent.	$200	TBD	TBD
12. Monthly strategic meetings that facilitates discussions on key objectives, recent progress, upcoming challenges, and priorities. Include a review of ongoing projects, risk assessments, new initiatives, and project financials such as budget left and percent complete.	$200	38 hrs.	$7,600
13. Weekly tactical meeting to convene as a minimum check-in to assess project progress, address immediate issues, and ensure alignment on short-term tasks and priorities. Review completed actions, upcoming deadlines, and any obstacles requiring resolution. Discuss status updates on deliverables, clarify outstanding questions, and realign responsibilities if necessary.	$200	130 hrs.	$26,000
14. Consultation and assistance with audit preparation and audit engagement. Evaluate particular inquiries of the audit team and provide a strategic approach to responding with the goal of achieving the best results possible. It is anticipated that this will proceed on an ad hoc basis and be done by remote/ on-site meeting.	$200	TBD	TBD
15. Provide an organizational change management strategy that includes informing staff of changes, training staff, and final implementation of completed compliance services and its effect on overall OCM strategy.	Included in Maturity Assessment/ICP Review		
16. Conduct activities authorized by DME, in accordance with vendor suggestions.	$200	TBD	TBD

3.1.1 Travel Expenses

Travel Expense are not included in the total project cost. Travel costs on average are approximately $2,500 per consultant (Airfare, Hotel, Meals, Car rentals, etc.). Note: Due to inflation, estimates may vary from actuals as INPOWERD cannot obtain exact costs of airline, hotel, or ground transportation fees in advance. All travel will be authorized in advance by DME, and expenses will be billed in accordance with DME's travel guidelines for contractors and on a reimbursement basis.

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

3.1.2 INPOWERD 2025-2026 Consulting Rate Chart (for this engagement)

Cost Sheet: Basic Services (8840 PSA, Exhibit A)	Rate
Senior Principal Consultant	$200 per hour
Senior Principal Consultant (CIP)	$225 per hour
Senior Consultant (CIP)	$225 per hour
Senior Consultant (693)	$200 per hour
Support Staff: Compliance Engineer, Technical Writer, Project Management	$125 per hour

Cost Sheet: Additional Services (8840 PSA, Art. III, Sect. A-D)	Rate
Senior Principal Consultant	$300 per hour
Senior Principal Consultant (CIP)	$325 per hour
Senior Consultant (CIP)	$325 per hour
Senior Consultant (693)	$300 per hour
Support Staff: Compliance Engineer, Technical Writer, Project Management	$125 per hour

Docusign Envelope ID: 547847F6-77CF-463B-B8A4-6298FB1E66C8

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

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- Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum

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combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor’s liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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EXHIBIT E -
FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**
Earl W. Shockley, President and CEO, INPOWERD LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

June 9, 2025
Date

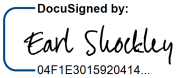
Certificate Of Completion

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Status: Sent
Subject: Please DocuSign: City Council Contract 8840 Electric Regulatory Compliance Consultant
Source Envelope:
Document Pages: 30
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

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Status: Original
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Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/2/2025 9:50:54 AM Viewed: 9/2/2025 9:51:09 AM Signed: 9/2/2025 9:51:16 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/2/2025 9:51:20 AM Viewed: 9/2/2025 10:03:22 AM Signed: 9/2/2025 10:04:42 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/2/2025 10:04:44 AM Viewed: 9/3/2025 10:48:07 AM Signed: 9/3/2025 10:52:05 AM
Earl Shockley Earl.shockley@inpowerd.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/3/2025 1:31:52 PM ID: f855685b-4749-4f59-9a61-7bd82ccaac20	DocuSigned by:  04F1E3015920414... Signature Adoption: Pre-selected Style Using IP Address: 66.11.249.86	Sent: 9/3/2025 10:52:08 AM Viewed: 9/3/2025 1:31:52 PM Signed: 9/3/2025 1:32:41 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/3/2025 3:28:26 PM ID: f1c2f0cb-54a1-488b-8f49-7fc22af24f44	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/3/2025 1:32:46 PM Viewed: 9/3/2025 3:28:26 PM Signed: 9/3/2025 3:28:44 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/3/2025 3:28:47 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/2/2025 9:51:21 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/3/2025 3:28:47 PM Viewed: 9/3/2025 3:37:42 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/21/2025 12:29:00 PM ID: 1c513b80-7bf1-4602-b910-840207be89ac		
Cameron Zahn cameron.zahn@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/12/2025 4:34:31 PM ID: b2e222b3-4d4e-48f5-9bf7-d7c56b75b92a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney St.
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting a noise exception for the Nightmare on Elm Street Basketball Tip-off event which will be held on Wednesday, October 22, 2025, at Elm Street between Hickory Street and Oak Street; and providing an effective date.

BACKGROUND

Nightmare on Elm Street Basketball Tip-off is an event hosted by The University of North Texas to promote the upcoming 2025-2026 Men's and Women's basketball season. This event is scheduled for Wednesday, October 22, 2025, from 5:00 p.m. to 8:00 p.m., on Elm Street between Oak Street and Hickory Street in Denton, Texas. Event organizers anticipate 1,000 in attendance.

Nightmare on Elm Street Basketball Tip-off event organizers are in the process of receiving a special event permit and are requesting an exception to the noise ordinance with respect to sound levels from 65 dba to 70 dba and hours of operation on Wednesday, October 22, 2025, from 5:00 p.m. to 8:00 p.m. Event organizers plan to close multiple streets around the Downtown Denton Square with the use of barricades to ensure pedestrian safety.

The University of North Texas Athletic Department is organizing this event in collaboration with the Parks and Recreation Department's *31 Days of Halloween* initiative. In addition, the Texas Women's University Women's Basketball team will also be participating.

OPTIONS

Approve, amend or deny.

RECOMMENDATION

Staff recommends approval as the Nightmare on Elm Street Basketball Tip-off event serves a public interest and the event organizers are committed to responsibly operate at amplified sound levels without materially disturbing persons of ordinary sensibilities in the immediate vicinity.

PRIOR ACTION/REVIEW

None.

FISCAL IMPACT

The University of North Texas was awarded $8,945 in funds for in-kind support by the Community Partnership Committee for the 2025 Nightmare on Elm Street event.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Robin Hill, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING A NOISE EXCEPTION FOR THE NIGHTMARE ON ELM STREET BASKETBALL TIP-OFF EVENT WHICH WILL BE HELD ON WEDNESDAY, OCTOBER 22, 2025, AT ELM STREET BETWEEN HICKORY STREET AND OAK STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, The University of North Texas has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Nightmare on Elm Street Basketball Tip-off event, which will be held on Wednesday, October 22, 2025, from 5:00 p.m. to 8:00 p.m., at Elm Street between Hickory Street and Oak Street in Denton, Texas; and

WHEREAS, upon prior application and approval by the City Council of the City of Denton, The University of North Texas has consistently demonstrated an ability to responsibly operate the Nightmare on Elm Street Basketball Tip-off event, at amplified sound levels restricted in Section 17-20 of the Code of Ordinances of the City of Denton, within the public interest, and without materially disturbing persons of ordinary sensibilities in the immediate vicinity thereof; and

WHEREAS, the City Council of the City of Denton, finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, the Nightmare on Elm Street Basketball Tip-off is granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Nightmare on Elm Street Basketball Tip-off event at Elm Street between Hickory and Oak Street in Denton, Texas, on Wednesday, October 22, 2025, from 5:00 p.m. to 8:00 p.m.

2. The University of North Texas agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3 The University of North Texas agrees to cease using amplified loudspeakers on Wednesday, October 22, 2025, at 8:00 p.m.

4. Under no circumstances shall The University of North Texas employ the use of amplified loudspeakers past 8:00 p.m. on Wednesday, October 22, 2025.

5. Under no circumstances shall The University of North Texas. employ the use of amplified loudspeakers that exceeds 70 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

6. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

7. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Nightmare on Elm Street Basketball Tip-off on Wednesday, October 22, 2024 at 8:00 p.m., unless sooner repealed, modified, or rescinded.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

City Hall
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Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting a noise exception for the 1000 Denton DJs event which will be held on Friday, November 14, 2025, from 4:00 p.m. to 8:00 p.m., at Wolff's Park (108 Industrial St.); and providing an effective date. The Denton Parks, Recreation, and Beautification voted to recommend adoption (5-0)

BACKGROUND

The event, 1000 Denton DJs, intends to have a free daytime dance party event at Wolff's Park. After this event participants well then continue the remainder of the event through the evening, indoors, at Dan's Silverleaf. Event organizers anticipate around 250 attendees. The event is scheduled for Friday, November 14, 2025, from 4:00 p.m. to 8:00 p.m.

The 1000 Denton DJs event planners are requesting an exception to the noise ordinance with respect to sound levels from 65 dba to 70 dba and hours of operation on Friday, November 14, from 4:00 p.m. to 8:00 p.m.

OPTIONS

Approve, amend or deny.

RECOMMENDATION

Staff recommends approval of this request.

PRIOR ACTION/REVIEW

This is the first instance of this event. There has been no prior action or review. The event organizer has received noise ordinance variances for previous events they have planned, such as the Dentonpalooza music festival.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Omar Siddiqi, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING A NOISE EXCEPTION FOR THE 1000 DENTON DJS EVENT WHICH WILL BE HELD ON FRIDAY, NOVEMBER 14, 2025, FROM 4:00 P.M. TO 8:00 P.M., AT WOLFF'S PARK (108 INDUSTRIAL ST.); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, 1000 Denton DJs has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the 1000 Denton DJs event, which will be held on Friday, November 14, 2025, from 4:00 p.m. to 8:00 p.m., at Wolff's Park (108 Industrial St.); and providing an effective date; and

WHEREAS, 1000 Denton DJs has agreed to responsibly operate the 1000 Denton DJs event, at amplified sound levels restricted in Section 17-20 of the Code of Ordinances of the City of Denton, within the public interest, and without materially disturbing persons of ordinary sensibilities in the immediate vicinity thereof; and

WHEREAS, the City Council of the City of Denton, finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, 1000 Denton DJs is granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the 1000 Denton DJs event at Wolff's Park in Denton, Texas, on Friday, November 14, from 4:00 p.m. to 8:00 p.m.

2. 1000 Denton DJs agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3 1000 Denton DJs agrees to cease using amplified loudspeakers on Friday, November 14 at 8:00 p.m.

4. Under no circumstances shall 1000 Denton DJs employ the use of amplified loudspeakers past 8:00 p.m. on Friday, November 14, 2025.

5. Under no circumstances shall 1000 Denton DJs employ the use of amplified loudspeakers

that exceeds 70 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

6. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

7. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the 1000 Denton DJs event on Friday, November 14, 2025, at 8:00 p.m., unless sooner repealed, modified, or rescinded.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

City Hall
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www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting a noise exception for the Fits and Frights Market event which will be held on Saturday, October 18, 2025 from 1:00 p.m. to 5:00 p.m., at Denton Yarnworks (934 N. Locust Street); and providing an effective date.

BACKGROUND

Fits and Frights is a market fundraiser designed to support the Reuse Runway, a Denton fashion show that showcases the art of local designers creating fashionable garments from upcycled materials. The purpose of the Reuse Runway is to promote sustainability and encourage the community to view trash as a potential resource for creative repurposing.

The Fits and Frights market supports the Reuse Runway by helping to raise funds for scholarships, prizes, and to support the cost of the runway event.

OPTIONS

Approve, amend or deny.

RECOMMENDATION

Staff recommends approval.

PRIOR ACTION/REVIEW

October 18, 2025, will be the first time this event has taken place in Denton.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Omar Siddiqi, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING A NOISE EXCEPTION FOR THE FITS AND FRIGHTS MARKET EVENT WHICH WILL BE HELD ON SATURDAY, OCTOBER 18, 2025 FROM 1:00 P.M. TO 5:00 P.M., AT DENTON YARNWORKS (934 N. LOCUST STREET); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, Lillia Whittington has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Fits and Frights Market event, which will be held on Saturday, October 18, 2025, from 1:00 p.m. to 5:00 p.m., at Denton Yarnworks (934 N. Locust Street) in Denton, TX; and

WHEREAS, Lillia Whittington has committed to responsibly operate the Fits and Frights Market event, at amplified sound levels restricted in Section 17-20 of the Code of Ordinances of the City of Denton, within the public interest, and without materially disturbing persons of ordinary sensibilities in the immediate vicinity thereof; and

WHEREAS, the City Council of the City of Denton, finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, the Industrial Street Pop Festival is granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of Fits and Frights Market Event at Denton Yarnworks (934 N. Locust Street) in Denton, Texas, on Saturday, October 18, 2025 from 1:00 p.m. to 5:00 p.m.

2. Lillia Whittington agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3 Lillia Whittington agrees to cease using amplified loudspeakers on Saturday, October 18, 2025, at 5:00 p.m.

4. Under no circumstances shall Lillia Whittington employ the use of amplified loudspeakers past 5:00 p.m. on Saturday, October 18, 2025.

5. Under no circumstances shall Lillia Whittington employ the use of amplified loudspeakers that exceed 70 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

6. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

7. This Ordinance shall be strictly construed as an exception granted pursuant to Section 1720 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Fits and Frights Market on Saturday, October 18, 2025, at 5:00 p.m., unless sooner repealed, modified, or rescinded.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Govt Code Sec. 43.0672, between the City of Denton and Double R Devco, LLC for the provision of city services to approximately 15.011 acres of land, generally located north of West University Drive (US 380) and approximately half a mile west of Golden Hoof Drive; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0001, Hickory Grove MF 2, Mia Hines)

BACKGROUND

The applicant, JT Hale with Kimley-Horn, on behalf of Double R Devco, LLC (hereafter referred to as "Owners"), has submitted a petition for voluntary annexation of approximately 15.011 acres of a 16.524 acre tract of land located just north of West University Drive (US 380) (hereafter referred to as "Subject Property"). The remaining approximately 1.5 acres of the parent tract is already located within the City's corporate limits. The Subject Property was part of the 542.536-acre Legends Ranch / Hickory Grove Municipal Utility District (MUD) which provides for the development of no more than 1,551 single-family residential lots and 624 multifamily residential units, with 325 of those multifamily residential units to be constructed on the Subject Property. Per Section 3.1 of the approved Development Agreement:

> Within ninety (90) days of the Effective Date of this Agreement, Owner shall cause the District to exclude the [Subject Property] from the boundaries of the District and, within ninety (90) days of the issuance of a certificate of occupancy for the [Subject Property], Owner shall cause the submittal of a petition for voluntary annexation of the [Subject Property] into the corporate limits of the City. Owner agrees to supply, or cause to be supplied, any and all instrument and/or documentation necessary for the City to annex the [Subject Property] into the City's corporate limits. If the City is unable to complete the annexation of the [Subject Property] for any reason, including but not limited to procedural error or legal challenge, Owner shall cause to be executed another voluntary annexation petition for the [Subject Property] within ten (10) days of being requested to do so. As soon as practicable after the City's annexation of the [Subject Property] into the City's corporate limits and after the City has zoning jurisdiction, the City Council of the City shall consider, with its full legislative discretion, zoning the [Subject Property] for multi-family use. The City does not guarantee, and nothing in this Agreement may be conditioned upon, any outcome of any zoning or rezoning decision relating to the [Subject Property].

Related to this section of the Agreement, the following has occurred:

1.	Effective Date of Agreement	September 5, 2024
2.	Exclusion of Subject Property from the MUD	September 17, 2024
3.	Filing of Petition for Voluntary Annexation of Subject Property	August 5, 2025

A certificate of occupancy for the Subject Property has not yet been issued as the site is currently undeveloped, so the annexation is occurring out of sequence from what was originally contemplated by the development agreement. Although the development agreement calls for development of the tract to occur in the ETJ prior to annexation, the applicant has submitted this petition to annex at this time to avoid the risk of constructing a development that might ultimately not conform with zoning should the City decide not to grant a change of zoning to a District that allows the multifamily land use and layout established by the Development Agreement. This voluntary annexation complies with Subchapter C-3, Chapter 43 of the Texas Local Government Code, and since the property has now been excluded from the MUD staff has no concerns related to the change in application sequence.

Approval of this Municipal Services Agreement is the first of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. **Approval of a Municipal Services Agreement**
2. Annexation Public Hearing
3. First Reading of Annexation Ordinance
4. Publication of Annexation Ordinance
5. Second Reading and Adoption of Annexation Ordinance

The first three of these items are on this agenda, with this being the first required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

Due to annexation law, under Subchapter C-3 (TXLGC Sec. 43.0672), a municipality that elects to annex an area upon request of owners much first negotiate and enter into a written Service Agreement with the owners of the land in the area for the provision of services in the area. The attached Municipal Services Agreement contains the City's standard Service Plan for annexations regarding streets, water, wastewater, police and fire protection, and park services.

On August 5, 2025, the Owner submitted a petition for voluntary annexation (A25-0001) of the Subject Property. Once a property is annexed into the city limits, it is automatically assigned a placeholder zoning designation of Rural Residential (RR). The balance of the parent tract that is already within the City Limits is zoned Residential 2 (R2). Anticipating that the petition to annex will be approved, the Owner has also applied for a zoning change on the entire 16.524 acres of land to allow for a multifamily development consistent with the Development Agreement. The public hearings associated with the requested zoning change would be scheduled after the City Council approves the annexation (should that occur). The public hearings cannot be noticed and scheduled until the property is annexed into the City.

The subject property is situated north of West University Drive (US 380), approximately half a mile west of Golden Hoof Drive. The property to the west of the subject property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and Legends Ranch MUD and, per the Development Agreement, this tract is to be developed with 299 multifamily residential units. The property to the north of the Subject Property is also situated within the ETJ and Legends Ranch MUD, and largely encumbered by Floodplain. The property to the east is within the City limits, zoned R2, and developed with a lift station, constructed partially to serve the Legends Ranch MUD. Beyond these immediately adjacent parcels, land to the north, northeast, and west of the subject property is intended to be developed with single-family

residential lots as part of the Legends Ranch MUD. West University Drive (US 380), abutting the Subject Property to the south, is a six-lane divided roadway with a median and dedicated left turn lanes, classified as a Freeway per the 2022 Mobility Plan and Thoroughfare Map.

The Future Land Use designation for the subject property is split between Low Residential and Agriculture. The descriptions for these Future Land Use categories are provided below:

> The Low Residential category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately-maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institution. Density: up to 5 dwelling units per acre.
>
> The Agriculture category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses. This may also include rural commercial uses, alternative energy generation, and accessory structures to support agricultural uses and uses that support agritourism. This category may include large lot residential (a maximum of one unit per ten acres). This land use may allow lots as small as one acre under the gross density provisions to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). Residential development in this future land use category will continue the present character of the rural and agricultural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.

The Subject Property is not currently being served with City water or sewer; however these utilities are being extended as part of the MUD development and would serve the site in the future.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
June 28, 2022	City Council	Consent for creation of Legends Ranch Municipal Utility District	Approval
June 28, 2022	City Council	Approval of Legends Ranch MUD Development Agreement	Approval

Recommendation:
Staff recommends approval of the Municipal Services Agreement and annexation schedule.

OPTIONS

1. Approve
2. Deny
3. Postpone Item

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Municipal Services Agreement and Annexation Schedule Ordinance
Exhibit 4 - Presentation

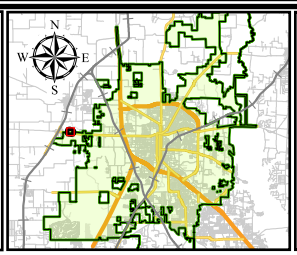
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Mia Hines, AICP
Senior Planner

A25-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 95 190 380 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEX. LOC. GOV. CODE SEC. 43.0672, BETWEEN THE CITY OF DENTON AND DOUBLE R DEVCO, LLC FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 15.011 ACRES OF LAND, GENERALLY LOCATED NORTH OF WEST UNIVERSITY DRIVE (US 380) AND APPROXIMATELY HALF A MILE WEST OF GOLDEN HOOF DRIVE; APPROVING A SCHEDULE OF ANNEXATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (A25-0001)

WHEREAS, the property owners, Double R DevCo, LLC (hereafter referred to as "Owners"), has submitted a petition for voluntary annexation of approximately 15.011 acres of land in Denton County, Texas as described in **Exhibit A** attached hereto and incorporated herein ("Property"); and

WHEREAS, the City of Denton must first negotiate a written Municipal Services Agreement with the Owner of the real property subject to a petition for voluntary annexation, pursuant to Tex. Loc. Govt. Code Sec. 43.0672, that contains (1) the services that the City of Denton will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City of Denton will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City of Denton and the Owner have come to an agreement about the provision of full services to the Property following the annexation of the Property; and

WHEREAS, the City Council of the City of Denton finds it to be in the best interest of the citizens of Denton to enter into a Municipal Services Agreement with the Owner; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The Municipal Services Agreement ("Agreement"), made in accordance with applicable provisions of state law pertaining to annexation, is approved and attached hereto as **Exhibit B** and is made a part hereof for all intents and purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Denton under the Agreement.

SECTION 4. The schedule of annexation attached hereto as **Exhibit C** is approved and adopted for this annexation.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. This Ordinance shall be effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this, the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:_____

EXHIBIT A
LEGAL DESCRIPTION

BEING a tract of land situated in the M. E. P. & P. RR. Co. Survey, Abstract No. 1470, City of Denton E.T.J., Denton County, Texas, and being a portion of a called 41.388 acre tract of land described as Multi-Family Tract in a deed to Double R DevCo, LLC, recorded in Instrument No. 2023-100095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum TxDot right-of-way monument found on the northerly right-of-way line of U.S. Highway 380, a variable width right-of-way, for the southwest corner of said 41.388 acre tract, common to the southeast corner of a called 30.470 acre tract of land described in a deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas;

THENCE South 83°15'09" East, along the northerly right-of-way line of said U.S. Highway 380 and along the southerly line of said 41.388 acre tract, a distance of 599.40 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE departing the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, and crossing said 41.388 acre tract, the following courses and distances:

North 06°44'51" East, a distance of 154.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'09" East, a distance of 39.62 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

North 06°44'49" East, a distance of 575.12 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'11" East, a distance of 332.29 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 52°43'28" East, a distance of 459.57 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 75°12'40" East, a distance of 345.75 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'11" East, a distance of 146.29 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner on the easterly line of said 41.388 acre tract, same being

on the westerly line of Hickory Grove, Phase 2, an addition to Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-182 of the Plat Records of Denton County, Texas;

THENCE South 28°26'09" East, along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 2, a distance of 13.88 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southwest corner of said Hickory Grove, Phase 2, common to the westernmost northwest corner of Hickory Grove, Phase 1B, an addition to the City of Denton, Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-94 of the Plat records of Denton County, Texas, same being an angle point in the easterly line of said 41.388 acre tract;

THENCE South 06°44'51" West, continuing along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 1B, a distance of 11.84 feet to a point for corner;

THENCE North 83°28'14" West, departing the easterly line of said 41.388 acre tract and the westerly line of said Hickory Grove, Phase 1B, and crossing said 41.388 acre tract, a distance of 161.23 feet to a point for corner;

THENCE South 06°36'11" West, continuing across said 14.388 acre tract, a distance of 424.23 feet to a point for corner on the northerly right-of-way line of said U.S. Highway 380, same being on the southerly line of said 41.388 acre tract ;

THENCE North 83°15'09" West, continuing along the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, a distance of 1,104.26 feet to the **POINT OF BEGINNING** and containing 15.011 acres (653,875 square feet) of land, more or less.

EXHIBIT B
MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT

This Municipal Service Agreement ("Agreement") is entered into this 14th day of October 2025, by and between the City of Denton, a Texas home-rule municipality ("City"), and the property owner, Double R DevCo, LLC (hereafter referred to as "Owner").

RECITALS:

WHEREAS, Section 43.0671 of the TLGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required, pursuant to Section 43.0672 of the TLGC, to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Owner owns the tract of land, totaling approximately 15.011 acres of land located in the City's extraterritorial jurisdiction, as described in Exhibit A and depicted in Exhibit B, incorporated herein by reference (the "Property"); and

WHEREAS, the Owner has filed a written petition with the City for voluntary annexation of the Property, identified as Annexation Case No. A25-0001 ("Annexation Case"); and

WHEREAS, Owner has acknowledged and consented to that certain Amended and Restated Development Agreement between D.R. Horton – Texas, Ltd, Forestar (USA) Real Estate Group, Inc., and the City of Denton, Texas recorded in the Denton County Real Property records on September 5, 2024 under document number 96249 (the "Development Agreement"); and

WHEREAS, the Property is subject to the Development Agreement and is described as MF Phase 1 Tract, a part of Tract D, within said Development Agreement; and

WHEREAS, pursuant to Section 3.1 of the Development Agreement, MF Phase 1 Tract was excluded from the DISTRICT on September 17, 2024 pursuant to the Certificate for Order recorded in the Denton County Real Property records on February 10, 2025 under Document Number 13135; and

WHEREAS, provision of City Services, including water and wastewater infrastructure is planned for and agreed to by the parties to the Development Agreement, and said provisions are thus incorporated into this Agreement; and

WHEREAS, the City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Denton City Council.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case. As of the effective date of the annexation, no construction activity has occurred on the Property, there are no existing residents of the Property, and no services of any kind are provided on the Property.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **BINDING DEVELOPMENT AGREEMENT.** The Property is subject to that certain Amended and Restated Development Agreement between D.R. Horton – Texas, Ltd, Forestar (USA) Real Estate Group, Inc., and the City of Denton, Texas recorded in the Denton County Real Property records on September 5, 2024 under document number 96249 (the "Development Agreement"). Pursuant to the Development Agreement, D.R. Horton – Texas, Ltd and Forestar (USA) Real Estate Group, Inc. are responsible for Public Infrastructure improvements, as defined in the Development Agreement. Those municipal services which rely on the Public Infrastructure improvements shall be provided when the Public Infrastructure near the Property is completed and accepted by the City. In the event of conflict between the Development Agreement and this Agreement, the Development Agreement will govern.

4. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services available pursuant to the Development Agreement, and as discussed in Section 3, by any method or means by which the City makes such municipal services available to any other area of the City, including per the City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

A. **Police**

Police protection from City's Police Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance. Some of these services include:

1. Normal patrols and responses;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations and special weapons; and

4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with other areas in the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

B. Fire Protection

The Denton Fire Department (DFD) will provide emergency and fire prevention services to the Property. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences in the Property, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas having similar characteristics of topography, land use, and population density. It is anticipated that fire stations planned to serve areas currently within the City of Denton, and the future station discussed in Section 7.2.b of the Development Agreement, will be sufficient to serve the Property.

Upon ultimate development, fire protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

C. Emergency Medical Service

The Denton Fire Department (DFD) will provide the following emergency and safety services to the Property. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;

2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport;

3. Medical rescue services.

Emergency Medical Services (EMS) from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences on the Property, sufficient EMS, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, EMS will be provided at a level consistent with other within the city limits having similar characteristics of topography, land use, and population density.

D. **Solid Waste**

The City of Denton is the sole provider and hauler for solid waste collection and disposal services within the city limits, including but not limited to, preconstruction activities, construction activities, and ultimately residential, multi-family, or commercial activities, and recycling services. Solid waste and recycling collection services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to areas within the city having similar characteristics of topography, land use, and population density. Customers must initiate solid waste and recycling services with the City of Denton, pursuant to Chapter 24 of the Code of Ordinances.

E. **Wastewater Facilities**

The Property is located within the City of Denton Sewer Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 20072, as issued by the Public Utility Commission (PUC).

As development commences on the Property, sanitary sewer mains will be extended in accordance with the provisions of the Development Agreement. For those provisions not covered by the Development Agreement, these documents will then be consulted: Denton Development Code, Water/Wastewater Criteria Manual, ordinances and regulations. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

F. **Water Facilities**

The Property is located within the City of Denton Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10195 as issued by the Public Utility Commission (PUC).

Connections to existing City of Denton water distribution mains for water service will be provided in accordance with the Denton Development Code, associated Water/Waste Water Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

Water design and infrastructure will occur pursuant to the Development Agreement. Water service capacity shall be provided consistent with service to areas of the City having similar characteristics of topography, land use and population density. The water infrastructure shall be compatible and consistent with the City's water master plan.

G. Roads and Streets

Upon construction of the Public Infrastructure pursuant to the Development Agreement, road and street maintenance will be handled as follows.

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Director of Public Works, shall be provided within the Property upon the effective date of the annexation ordinance. Routine maintenance will be provided within the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance, or otherwise established by the City Council.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

In accordance with the Development Agreement, the Property shall be subject to roadway impact fees based on the City's Fee Schedule.

H. Drainage

Connections to existing City of Denton drainage facilities will be provided in accordance with the Development Agreement, Denton Development Code, associated Stormwater Criteria Manual, and with existing City ordinances and policies, but only to the extent existing on-site drainage facilities are not compliant with the Denton Development Code. Drainage fees will be assessed at the rates established by city ordinance and will be charged

on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the Owner as required to remain compliant with the Denton Development Code. Any cost participation shall be in accordance with the Denton Development Code, Stormwater Criteria Manual, and with existing City ordinances and policies. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use and population density.

I. Electric

The Property will be served with electricity distribution service in the most cost-effective manner; provided, however, that before Owner may enter into a contract with an electricity distribution service provider, (i) Owner shall provide the City with any and all bona fide offers that Owner has received from electricity distribution service providers that can legally serve the Property and (ii) the City shall have 30 business days to provide to Owner Denton Municipal Electric's ("DME") offer to provide distribution electricity service to the Property; and provided further, that if DME's offer is substantially similar to the most cost-effective offer from another distribution electricity service provider that can legally serve the Property, then Owner will obtain electricity distribution service from DME. The term "substantially similar" means that the terms of the offers provide the approximately the same level of service at approximately the same start-up cost to Owner. Electric rates applicable to customers within the Property will be pursuant to the then applicable DME rates as approved by the Denton City Council.

Such electricity service offers will be based upon the following terms:

1. The electricity distribution service provider will extend electric distribution facilities as necessary to serve full development of the Property. The electricity distribution service provider will evaluate the cost associated with service extension through the undeveloped area to determine if Aid-in-Construction is required. The electricity distribution service provider is responsible for installation of all primary-voltage electrical cables, transformers, switchgear, streetlight poles and LED streetlight fixtures, streetlight cables, multifamily residential services, and other necessary electric distribution and transmission system equipment in compliance with Electric Service Standards and Line Extension Policies currently in place at the time of development, whether onsite or offsite as necessary to provide adequate and reliable electric service to the Property.

2. Owner will provide all on-site public utility easements to the electricity distribution provider that are necessary to protect, install, safely operate and maintain the electric infrastructure, at no cost to the City. PUEs will be 8 feet in width adjacent to street rights-of-way in multifamily residential

areas, and 15 feet in width adjacent to Primary and Secondary Arterial rights-of-way (20 feet where duct banks are required). Easements will be conveyed through the platting process unless the electricity distribution service provider requests an easement be transferred by separate instrument. The provider agrees to joint trench installation of other franchised utilities such as telephone, cable tv, fiber optic cables, or other non-gas utilities within the designated public utility easements as long as those utilities are on an edge shelf of the trench and not placed directly above the electric facilities.

3. Existing overhead electric distribution lines, which are located in the public rights-of-way, will be relocated by the electricity distribution service provider at no cost to the Owner when development adjacent to the existing electric line requires the line to be relocated in order to accommodate the adjacent development as long as the relocation is also to an overhead position. If Owner requests the relocation be placed underground, then Owner shall be responsible for the difference in cost between the overhead relocation and the underground relocation as reasonably determined and demonstrated by the electricity distribution service provider. Existing overhead electric distribution lines not owned by the electricity distribution service provider will be relocated underground by the owner of the lines if so required to comply with the Denton Development Code.

4. Owner will comply with those City approved policies within the DME Electric Service Standards (ESS), as amended, that are available on the City website and uniformly applied within the City, including the specifications for street lighting.

5. All new distribution electric service within the Property shall be placed underground except for necessary above ground appurtenances such as streetlights, switchgear and transformers. The City shall have the right to inspect the electric facilities prior to placing such facilities into use.

J. **Parks, Playgrounds, Swimming Pools**

Residents of the Property may utilize all existing park and recreation facilities as of the effective date of this ordinance. The park dedication ordinance shall apply to the Property for residential development. In accordance with the Development Agreement, the Property shall be subject to park development fees based on the City's Fee Schedule.

In addition, park and recreation facilities shall be constructed based on park policies defined in the Parks, Recreation and Trails System Master Plan and other existing City ordinances and policies.

K. **Publicly Owned Facilities.** Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Denton on the effective date of the annexation ordinance.

L. **Permitting and Inspections.** Permitting and Inspections shall be obtained through the City of Denton, as outlined in the Code of Ordinances.

M. **Other Services.** Other services that may be provided by the City of Denton, such as municipal and general administration, will be made available as of the effective date of the annexation. The City of Denton shall provide a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City of Denton having similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

5. **UNIFORM LEVEL OF SERVICES IS NOT REQUIRED.** Nothing in this Agreement shall require City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.

6. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

7. **EFFECTIVE DATE; TERM.** The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.

8. **VENUE AND GOVERNING LAW.** Venue shall be in the state courts located in Denton County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

10. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and

this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

14. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with the Development Agreement, constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

The parties have executed this Agreement on the date first above written.

OWNER

By: Double R DevCo, LLC

CITY OF DENTON, TEXAS

By: _____
City Manager, Deputy City Manager, or
Assistant City Manager

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.

Interim Director of Development Services
Title

Charlie Rosendahl
Digitally signed by Charlie Rosendahl
DN: C=US, E=Charlie.Rosendahl@cityofdenton.com, O=City of Denton, CN=Charlie Rosendahl
Date: 2025.10.03 16:13:10-05'00'

Department

Date Signed: 10-03-2025

APPROVED AS TO LEGAL FORM:

Mack Reinwand, City Attorney
By: Hilary McMahon

EXHIBIT A
LEGAL DESCRIPTION

BEING a tract of land situated in the M. E. P. & P. RR. Co. Survey, Abstract No. 1470, City of Denton E.T.J., Denton County, Texas, and being a portion of a called 41.388 acre tract of land described as Multi-Family Tract in a deed to Double R DevCo, LLC, recorded in Instrument No. 2023-100095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum TxDot right-of-way monument found on the northerly right-of-way line of U.S. Highway 380, a variable width right-of-way, for the southwest corner of said 41.388 acre tract, common to the southeast corner of a called 30.470 acre tract of land described in a deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas;

THENCE South 83°15'09" East, along the northerly right-of-way line of said U.S. Highway 380 and along the southerly line of said 41.388 acre tract, a distance of 599.40 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE departing the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, and crossing said 41.388 acre tract, the following courses and distances:

North 06°44'51" East, a distance of 154.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°15'09" East, a distance of 39.62 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 06°44'49" East, a distance of 575.12 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°15'11" East, a distance of 332.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 52°43'28" East, a distance of 459.57 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 75°12'40" East, a distance of 345.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°15'11" East, a distance of 146.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said 41.388 acre tract, same being on the westerly line of Hickory Grove, Phase 2, an addition to Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-182 of the Plat Records of Denton County, Texas;

THENCE South 28°26'09" East, along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 2, a distance of 13.88 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Hickory Grove, Phase 2, common to the westernmost northwest corner of Hickory Grove, Phase 1B, an addition to the City of Denton, Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-94 of the Plat records of Denton County, Texas, same being an angle point in the easterly line of said 41.388 acre tract;

THENCE South 06°44'51" West, continuing along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 1B, a distance of 11.84 feet to a point for corner;

THENCE North 83°28'14" West, departing the easterly line of said 41.388 acre tract and the westerly line of said Hickory Grove, Phase 1B, and crossing said 41.388 acre tract, a distance of 161.23 feet to a point for corner;

THENCE South 06°36'11" West, continuing across said 14.388 acre tract, a distance of 424.23 feet to a point for corner on the northerly right-of-way line of said U.S. Highway 380, same being on the southerly line of said 41.388 acre tract;

THENCE North 83°15'09" West, continuing along the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, a distance of 1,104.26 feet to the POINT OF BEGINNING and containing 15.011 acres (653,875 square feet) of land, more or less.

EXHIBIT B
LOCATION MAP

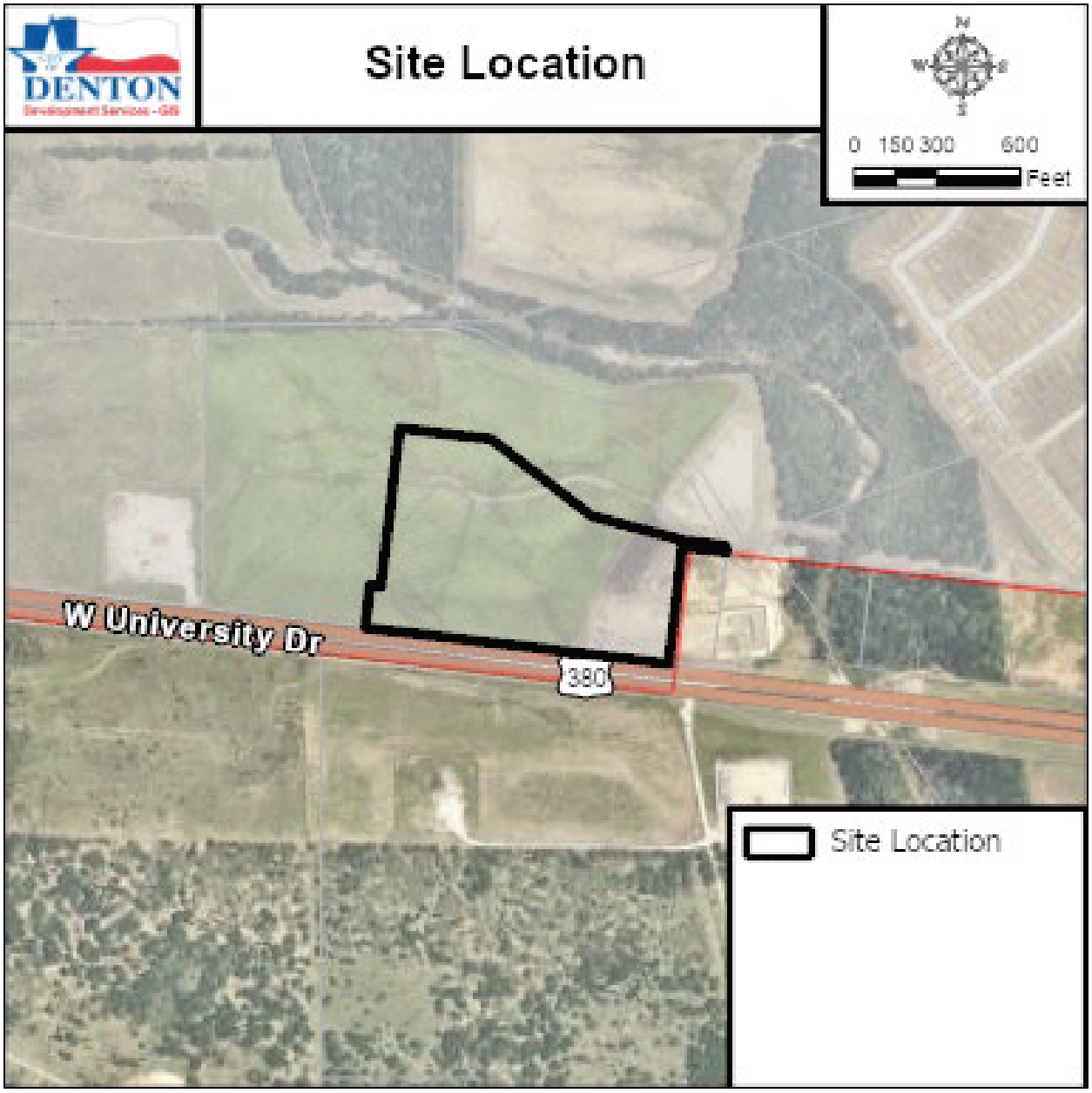


EXHIBIT C
ANNEXATION SCHEDULE

Annexation

08/05/2025 **Petition for Annexation submitted**

09/23/2025 Deadline to submit notice to Denton Record Chronicle and City Website for publication before the 16th day before the public hearing on September 30, 2025 *(published on Sunday, September 28, 2025)*

09/25/2025 Deadline to submit backup for posting of City Council Agenda for Regular Meeting on October 14, 2025

10/14/2025 Annexation **Municipal Service Agreement** – IC (*Required prior to annexation per 43.0672),*
Annexation **Public Hearing** – PH (*Only one public hearing is required per 43.0673),*
AND
First Reading of annexation ordinance – IC (*per City Charter*)

10/19/2025 Publish Ordinance in the newspaper (*Charter Sec. 1.03; cannot be acted on for 30 days*)

11/18/2025 CC by 4/5ths vote takes final action – IC *(Regular meeting)*
Second Reading of annexation ordinance.
Adoption of annexation ordinance *(30 days+ post publication per Charter Sec. 1.03)*

Post-Annexation Adoption Procedures:

1. Notification to Comptroller
2. Notification to DOJ
3. File certified copy of ordinances with the Denton County Clerk
4. File certified copy of ordinances with the Denton CAD
5. Revise City Map
6. Notify Utilities (Customer Service) utilitybilling@cityofdenton.com

A25-0001
Hickory Grove MF2
Municipal Services Agreement

Mia Hines, AICP

Senior Planner

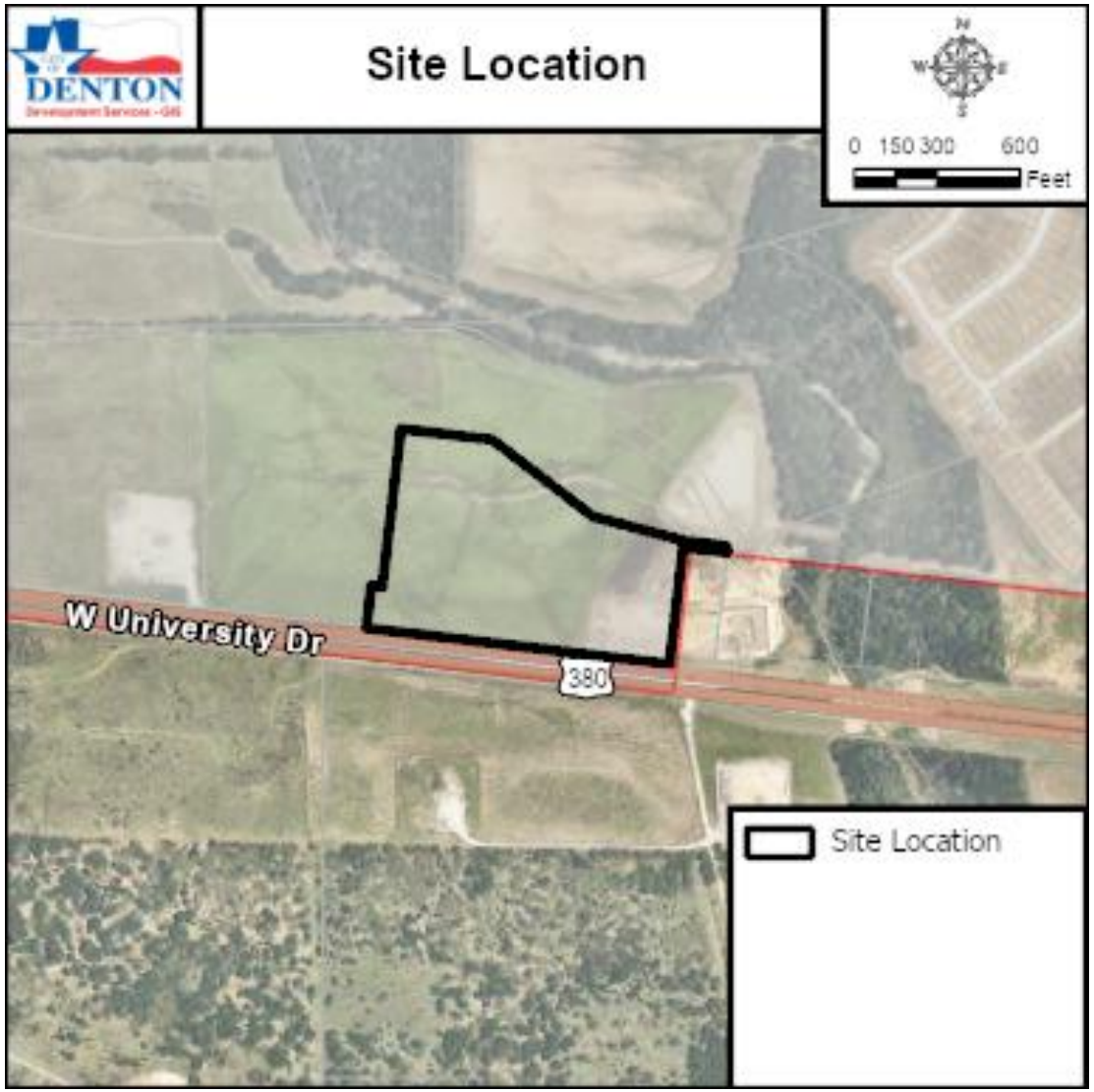
October 14, 2025

CITY OF DENTON

Request

- Consider adoption of an ordinance approving a **Municipal Services Agreement** for approximately **15.011 acres of land** generally located north of West University Drive (US 380), approx. half a mile west of Golden Hoof Drive

- Approving a **Schedule of Annexation**



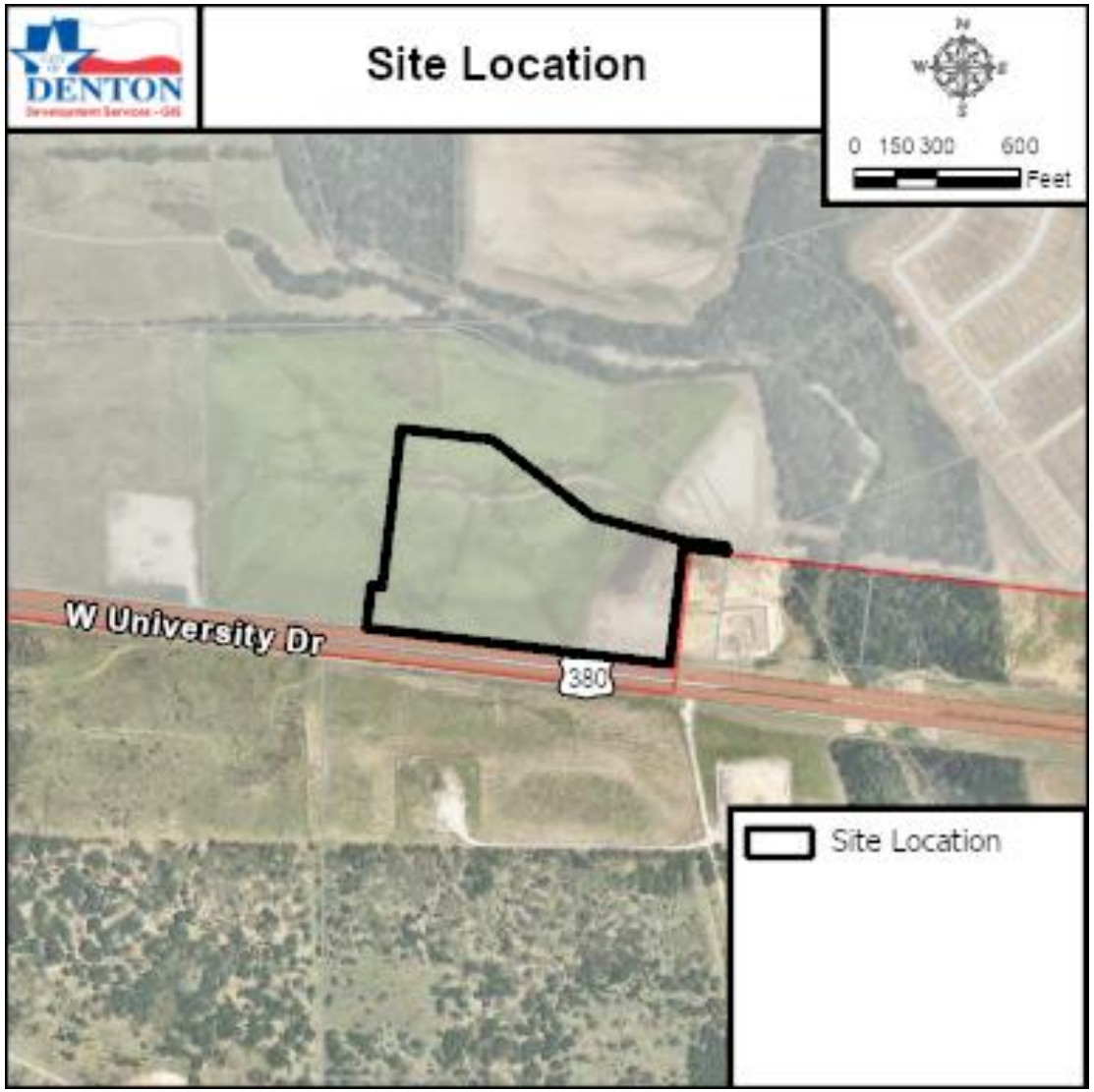
Background

- Kimley-Horn on behalf of Double R Devco, LLC

- Undeveloped
- Legends Ranch MUD

- Previously applicable Development Agreement planned 325 multifamily units

- West University Drive (US 380) – TxDOT 6-lane divided freeway



Municipal Services Agreement

- ✓ Police
- ✓ Fire Protection
- ✓ Emergency Medical Service
- ✓ Solid Waste
- ✓ Wastewater Facilities
- ✓ Water Facilities
- ✓ Roads and Streets
- ✓ Drainage
- ✓ Parks, Playgrounds, Swimming Pools
- ✓ Publicly Owned Facilities
- ✓ Permitting and Inspections
- ✓ Other Services

Annexation Schedule

- **October 14, 2025**
  - Municipal Services Agreement – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **October 19, 2025**
  - Publication of Annexation Ordinance

- **November 18, 2025**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

QUESTIONS?

Mia Hines, AICP
Senior Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT

Hold a public hearing and consider a petition for voluntary annexation of approximately 15.011 acres of land, generally located north of West University (US 380) and approximately half a mile west of Golden Hoof Drive into the City of Denton, Denton County, Texas. (A25-0001a, Hickory Grove MF 2, Mia Hines)

BACKGROUND

The applicant, JT Hale with Kimley-Horn, on behalf of Double R Devco, LLC (hereafter referred to as "Owners"), has submitted a petition for voluntary annexation of approximately 15.011 acres of a 16.524 acre tract of land located just north of West University Drive (US 380) (hereafter referred to as "Subject Property"). The Subject Property was part of the 542.536-acre Legends Ranch / Hickory Grove Municipal Utility District (MUD) which provides for the development of no more than 1,551 single-family residential lots and 624 multifamily residential units, with 325 of those multifamily residential units to be constructed on the Subject Property. Per Section 3.1 of the approved Development Agreement:

> Within ninety (90) days of the Effective Date of this Agreement, Owner shall cause the District to exclude the [Subject Property] from the boundaries of the District and, within ninety (90) days of the issuance of a certificate of occupancy for the [Subject Property], Owner shall cause the submittal of a petition for voluntary annexation of the [Subject Property] into the corporate limits of the City. Owner agrees to supply, or cause to be supplied, any and all instrument and/or documentation necessary for the City to annex the [Subject Property] into the City's corporate limits. If the City is unable to complete the annexation of the [Subject Property] for any reason, including but not limited to procedural error or legal challenge, Owner shall cause to be executed another voluntary annexation petition for the [Subject Property] within ten (10) days of being requested to do so. As soon as practicable after the City's annexation of the [Subject Property] into the City's corporate limits and after the City has zoning jurisdiction, the City Council of the City shall consider, with its full legislative discretion, zoning the [Subject Property] for multi-family use. The City does not guarantee, and nothing in this Agreement may be conditioned upon, any outcome of any zoning or rezoning decision relating to the [Subject Property].

Related to this section of the Agreement, the following has occurred:

1. Effective Date of Agreement — September 5, 2024
2. Exclusion of Subject Property — September 17, 2024
3. Filing of Petition for Voluntary Annexation of Subject Property — August 5, 2025

A certificate of occupancy for the Subject Property has not yet been issued as the site is currently undeveloped, so the annexation is occurring out of sequence from what was originally contemplated by the development agreement. Although the development agreement calls for development of the tract to occur in the ETJ prior to annexation, the applicant has submitted this petition to annex at this time to avoid the risk of constructing a development that might ultimately not conform with zoning should the City decide not to grant a change of zoning to a District that allows the multifamily land use and layout established by the Development Agreement. This voluntary annexation complies with Subchapter C-3, Chapter 43 of the Texas Local Government Code, and since the property has now been excluded from the MUD staff has no concerns related to the change in application sequence.

This public hearing is the second of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. Approval of a Municipal Services Agreement
2. **Annexation Public Hearing**
3. First Reading of Annexation Ordinance
4. Publication of Annexation Ordinance
5. Second Reading and Adoption of Annexation Ordinance

The first three of these items are on this agenda, with this being the second required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

Due to annexation law, under Subchapter C-3 (TXLGC Sec. 43.0672), a municipality that elects to annex an area upon request of owners much first negotiate and enter into a written Service Agreement with the owners of the land in the area for the provision of services in the area. The attached Municipal Services Agreement contains the City's standard Service Plan for annexations regarding streets, water, wastewater, police and fire protection, and park services.

On August 5, 2025, the Owner submitted a petition for voluntary annexation (A25-0001) of the Subject Property. Once a property is annexed into the city limits, it is automatically assigned a placeholder zoning designation of Rural Residential (RR). The balance of the parent tract that is already within the City Limits is zoned Residential 2 (R2). Anticipating that the petition to annex will be approved, the Owner has also applied for a zoning change on the entire 16.524 acres of land to allow for a multifamily development consistent with the Development Agreement. The public hearings associated with the requested zoning change would be scheduled after the City Council approves the annexation (should that occur). The public hearings cannot be noticed and scheduled until the property is annexed into the City.

The subject property is situated north of West University Drive (US 380), approximately half a mile west of Golden Hoof Drive. The property to the west of the subject property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and Legends Ranch MUD and, per the Development Agreement, this tract is to be developed with 299 multifamily residential units. The property to the north of the Subject Property is also situated within the ETJ and Legends Ranch MUD, and largely encumbered by Floodplain. The property to the east is within the City limits, zoned R2, and developed with a lift station, constructed partially to serve the Legends Ranch MUD. West University Drive (US 380), abutting the Subject Property to the south, is a six-lane divided roadway with a median and dedicated left turn lanes, classified as a Freeway per the 2022 Mobility Plan and Thoroughfare Map.

The Future Land Use designation for the subject property is split between Low Residential and Agriculture. The descriptions for these Future Land Use categories are provided below:

The Low Residential category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately-maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institution. Density: up to 5 dwelling units per acre.

The Agriculture category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses. This may also include rural commercial uses, alternative energy generation, and accessory structures to support agricultural uses and uses that support agritourism. This category may include large lot residential (a maximum of one unit per ten acres). This land use may allow lots as small as one acre under the gross density provisions to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). Residential development in this future land use category will continue the present character of the rural and agricultural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.

The Subject Property is not currently being served with City water or sewer.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
June 28, 2022	City Council	Consent for creation of Legends Ranch Municipal Utility District	Approval
June 28, 2022	City Council	Approval of Legends Ranch MUD Development Agreement	Approval

OPTIONS

No action is required for the public hearing.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Presentation

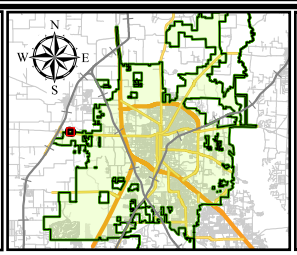
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Mia Hines, AICP
Senior Planner

A25-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

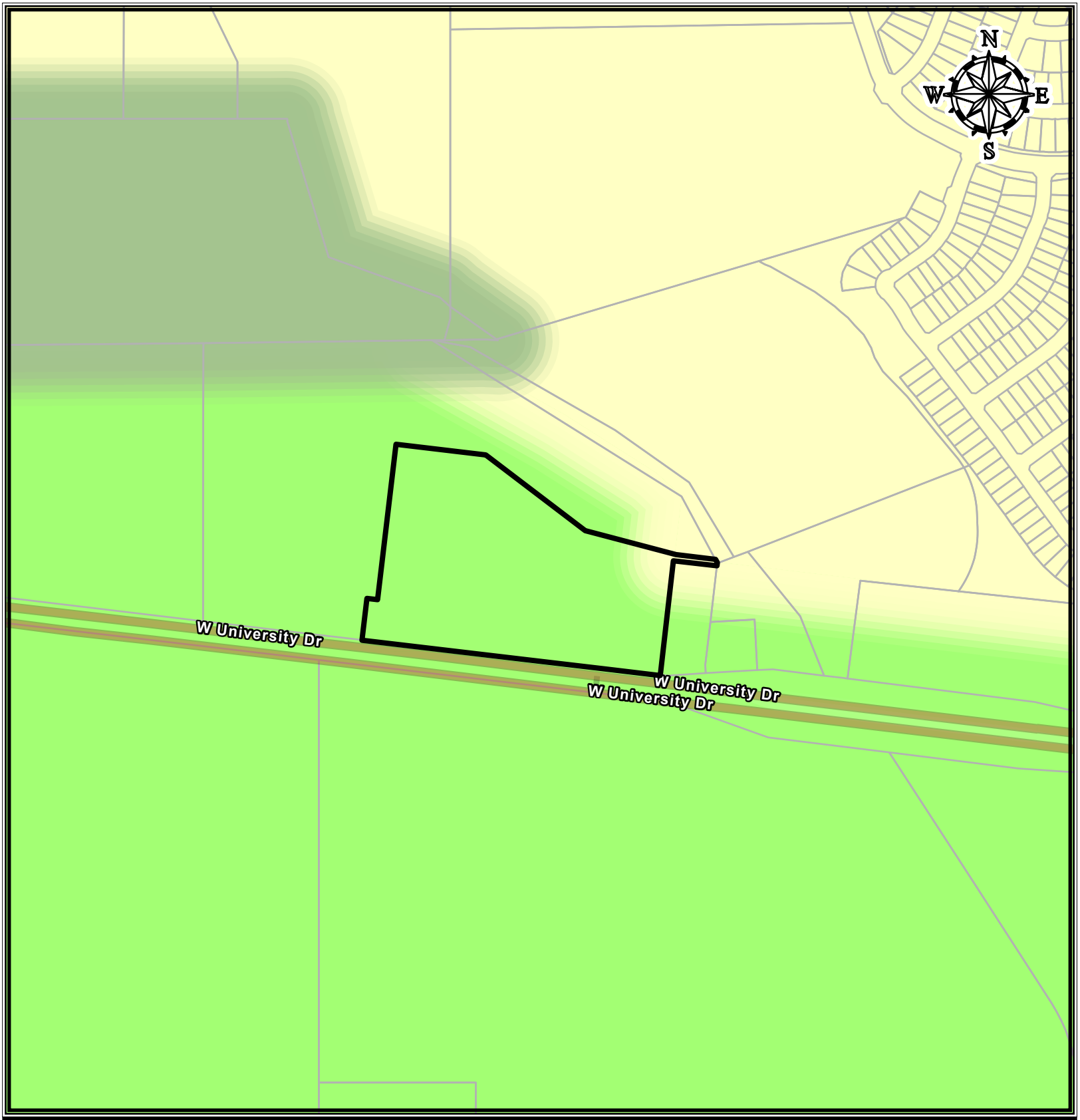


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CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

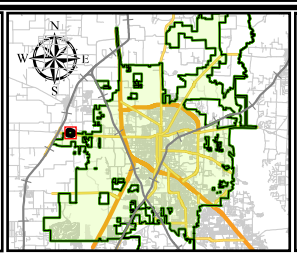
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

A25-0001
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location

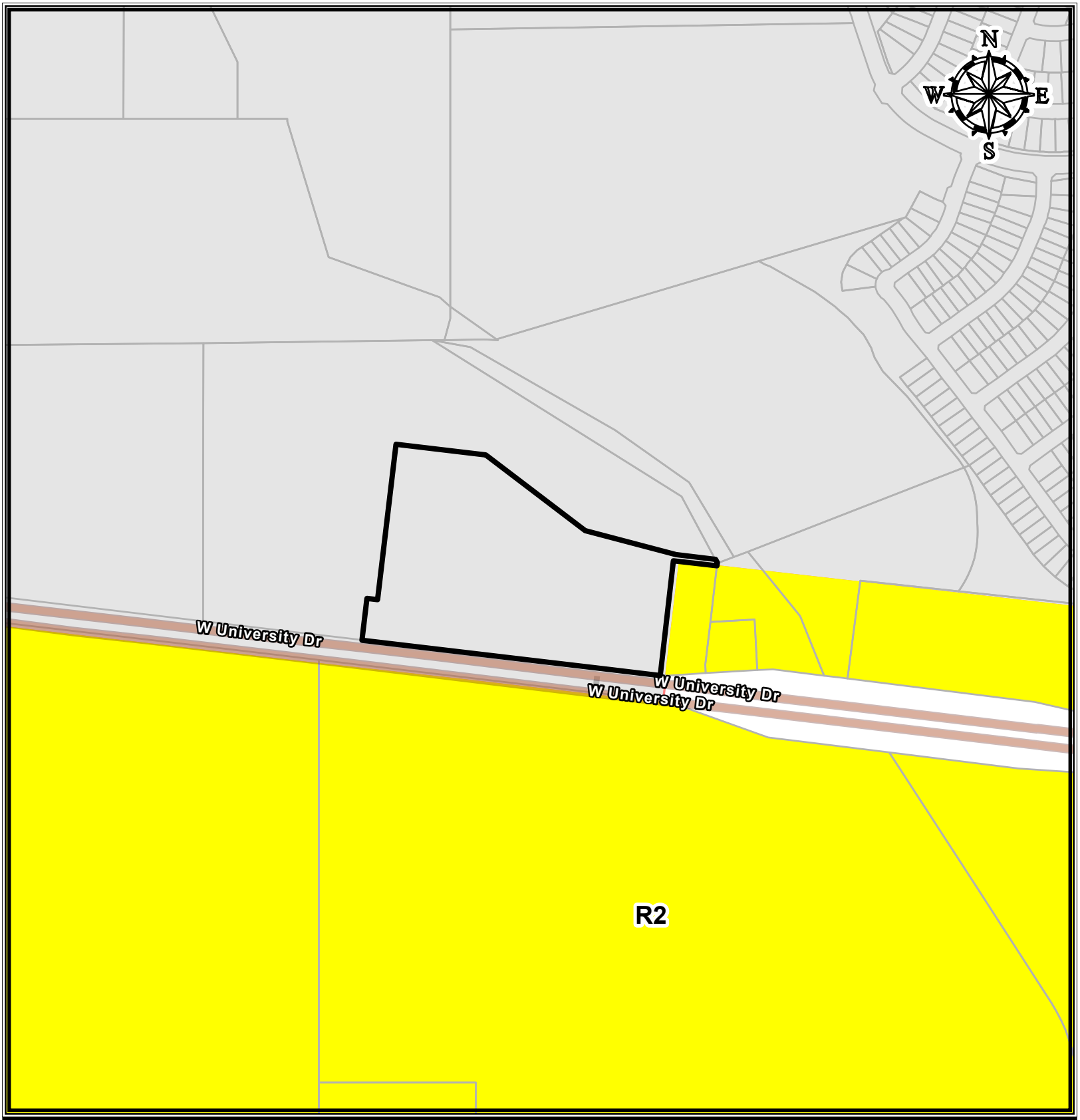


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CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

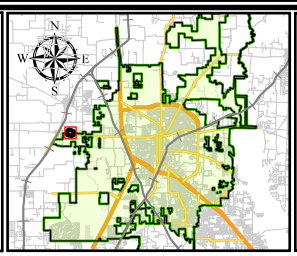
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A25-0001
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

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A25-0001a
Hickory Grove MF 2
Public Hearing

Mia Hines, ACIP

Development Review Manager

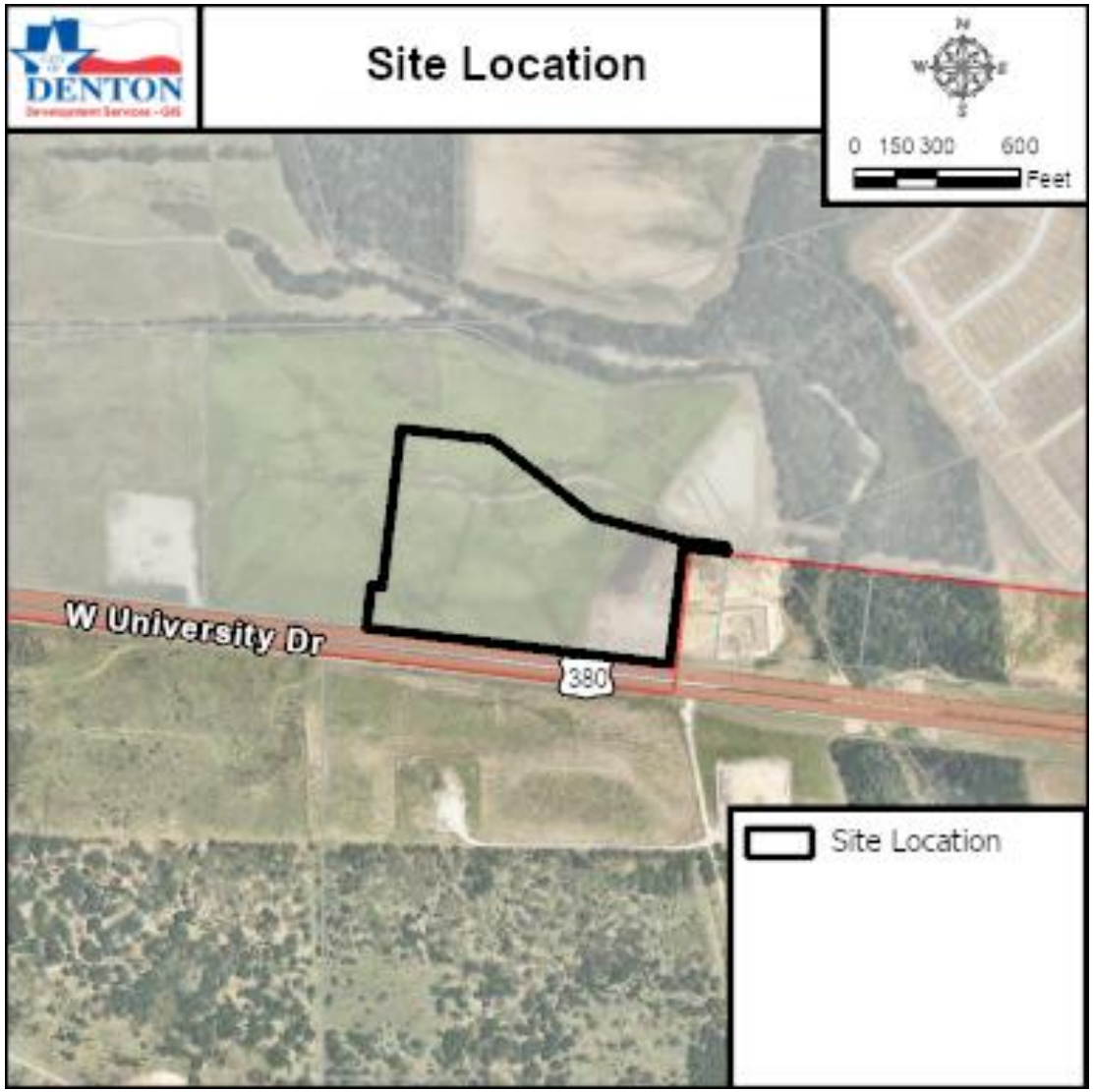
October 14, 2025

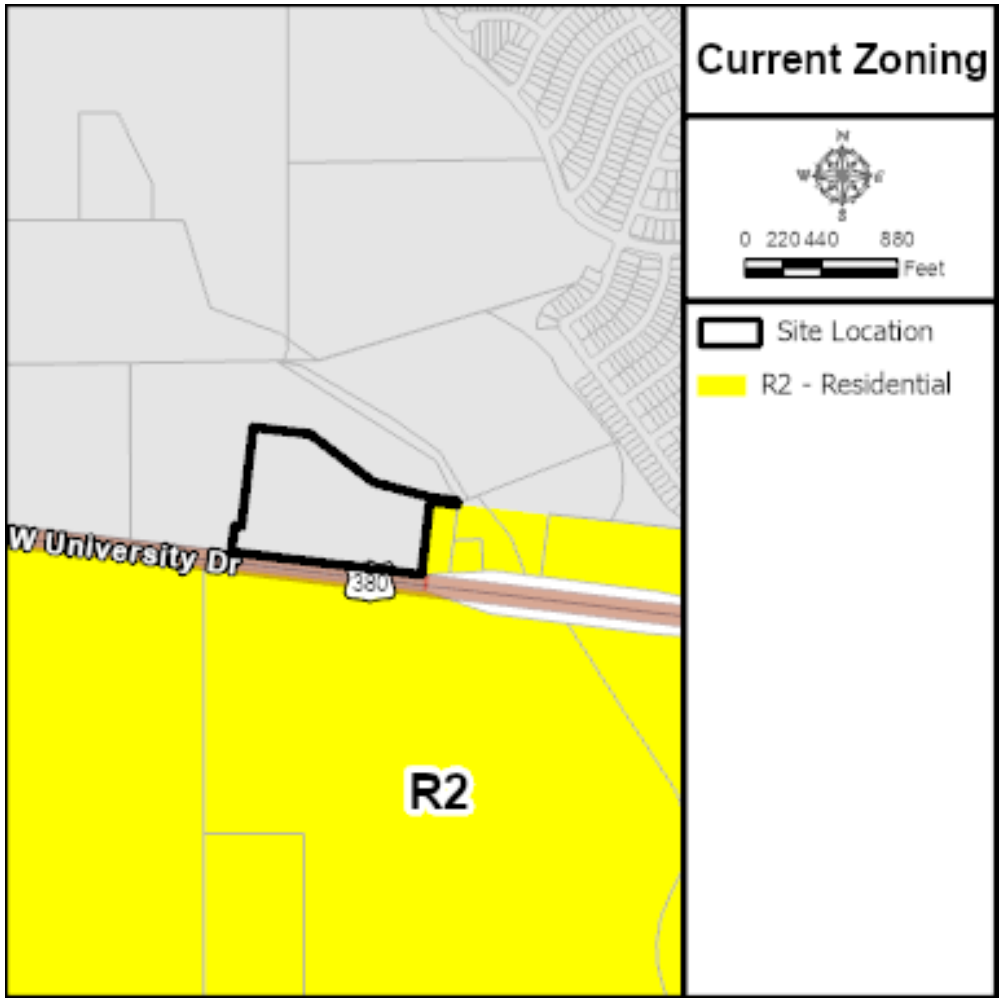
CITY OF DENTON

Request

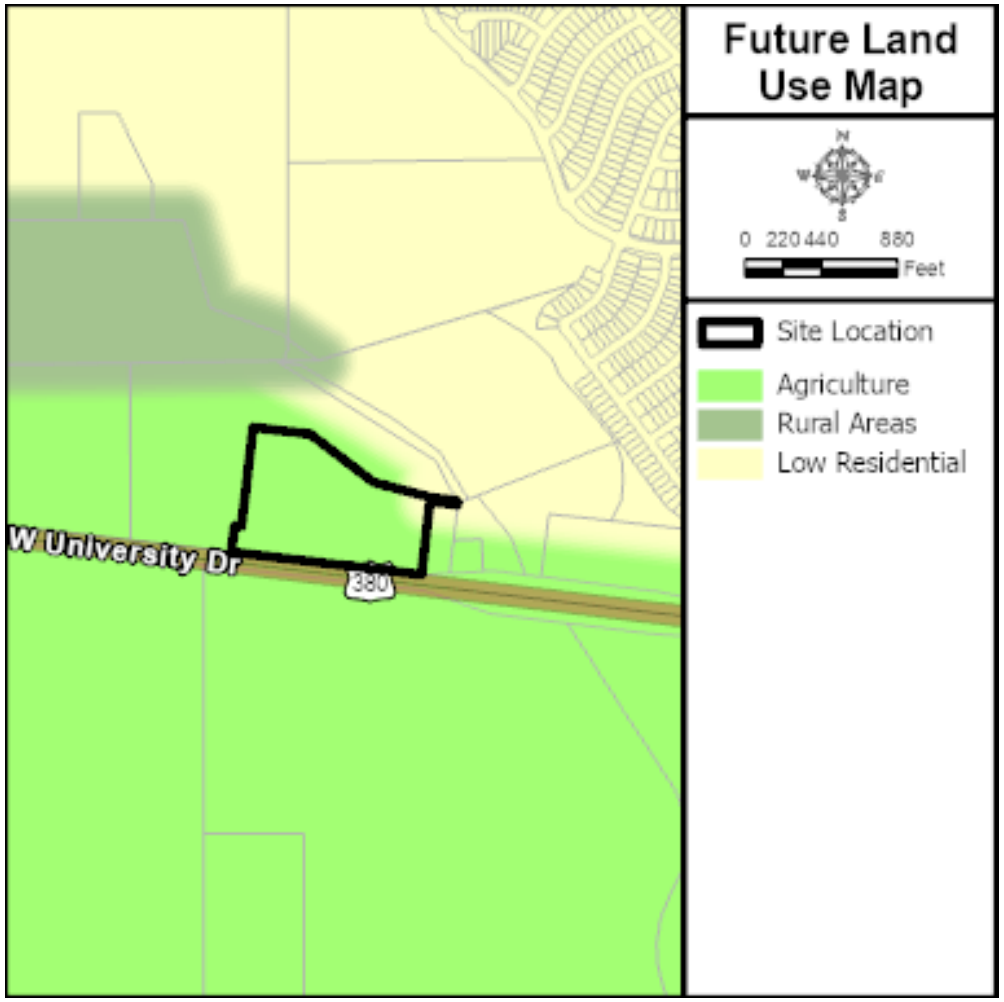
- Hold a **public hearing** regarding a petition for voluntary annexation of approximately 15.011 acres of land

- Located north of West University Drive (US 380), approx. half a mile west of Golden Hoof Drive





Existing Surrounding Zoning



Future Land Use Designation: Moderate Residential / Community Mixed Use

Annexation Schedule

- **October 14, 2025**
  - Municipal Services Agreement – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **October 19, 2025**
  - Publication of Annexation Ordinance

- **November 18, 2025**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

QUESTIONS?

Mia Hines, AICP
Senior Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a Comprehensive Plan amendment on approximately 33.5 acres from Rural Areas Future Land Use designation to Light Industrial Future Land Use designation, generally located south of US380 beginning 0.5 miles east of Geesling Road and extending approximately 0.5 miles east to North Trinity Road in the City of Denton, Denton County, Texas, and on approximately 21.8 acres from Low Residential Future Land Use designation to Community Mixed Use Future Land Use designation, generally located north and south of US380, beginning at North Trinity Road and extending approximately 0.4 miles east in the City of Denton, Denton County, Texas; adopting an amendment to the City's official Future Land Use Map; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Garland and seconded by Commissioner Ketchersid. (CA25-0002a, US380 Corridor FLUM Amendment, Erin Stanley) https://dentontx.new.swagit.com/videos/356584?ts=5709

BACKGROUND

This request is for a city-initiated Future Land Use Map (FLUM) amendment for an area along the US380 corridor at the City's easternmost limits. Over the last year and a half, staff has received a variety of development inquiries regarding properties within and adjacent to the subject area that are inconsistent with the current zoning and the FLUM designation. Additionally, the Comprehensive Plan calls attention to this area as a gateway focus area for staff to analyze. Therefore, over an approximately six-month period, staff conducted an analysis of the US380 corridor extending approximately 350 feet north and south of the US380 right-of-way centerline within City Limits, beginning approximately 0.5 miles east of Geesling Road and extending approximately 1.1 miles east to the Elm Fork of the Trinity River.

On April 23, 2025, staff presented a study of the subject area to the Planning and Zoning Commission in a work session, including current conditions and Texas Department of Transportation (TXDOT) plans for US380. After a discussion, the Commission directed Staff to move forward with the recommendation as presented and seek community feedback, which is detailed below. The discussion can be viewed here: https://dentontx.new.swagit.com/videos/340904?ts=821

EXISTING CONDITIONS AND PROPOSED CHANGE

The subject area is currently designated for a mix of Rural Areas and Low Residential future land uses, and parcels are currently zoned Residential (R2), Residential 4 (R4), and Neighborhood Mixed Use (MN). Most of the subject area is undeveloped or single-family residential use, with commercial and industrial uses located in the Extra-Territorial Jurisdiction (ETJ) just beyond the City Limits line. Primarily, the inquiries staff has received about properties in the area have been regarding development of commercial or light

industrial uses typical for a highway corridor and consistent with the mix of uses existing on nearby parcels in the City's Extraterritorial Jurisdiction.

Today US380 is developed as a six-lane divided roadway owned and maintained by TXDOT. TXDOT plans for the area include a Loop 288-US380 Connector, anticipated to be completed in 2030, approximately 0.5 miles west of the subject area and a freeway conversion of the subject roadway anticipated to be completed between 2035 and 2040 which will entail a controlled-access freeway and service roads.

The Denton Development Code (DDC) Section 2.7.1 establishes the comprehensive plan amendment process to provide flexibility in response to changing circumstances, to reflect changes in public policy, and to advance the general welfare of the city. Denton 2040 Comprehensive Plan was adopted on March 22, 2022, as an update to the previous comprehensive plan, Denton Plan 2030. To guide the City's zoning decisions and land use distribution, the plan includes a Future Land Use Map (FLUM) which identifies the locations of the different future land uses. Each Future Land Use Designation has distinct characteristics, and these are summarized below for the categories pertinent to this request:

a. **Rural Areas (existing designation)**: This category includes farms and ranches as the predominant use along with rural residential (a maximum of one unit per five acres) and rural commercial including feed stores, farm equipment, etc. This land use may allow lots as small as one acre under the gross density provision to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). This land use may also include single-family homes on large lots, which are suited for areas on the periphery of the city that complement a more suburban type of development. Development in this future land use category will continue the present character of the rural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage

b. **Low Residential (existing designation)**: This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately-maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

c. **Light Industrial (proposed designation)**: This designation is intended for tracts of land that are appropriate for light industrial activity. Primary uses include light manufacturing, assembling, and warehousing and distribution, and include associated supporting uses, such as offices, retail, and restaurants. Light Industrial areas should have adequate access to infrastructure, including the transportation network. It is important in future development that transitions to adjacent sensitive land uses are considered.

d. **Community Mixed Use (proposed designation):** This designation is intended to promote a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. This land use applies to existing and future commercial areas in the city, where redevelopment to mixed-use is desirable. The intent is to encourage infill and redevelopment for a more diverse and attractive mix of uses over time.

> Examples include residential units over commercial uses or a wider array of economically viable uses to replace obsolete uses such as former car sales lots and vacated big box stores. Such areas also may represent opportunities for higher density and mixed housing types, without impacting, nearby single-family neighborhoods. Future development in Community Mixed Use areas will complement and embrace existing, viable uses, and raise the standard of design to increase their economic viability, accommodate greater connectivity and mobility options, and create a sense of place to serve the local community.

Thus, to address development inquiries, the Comprehensive Plan recommendation to evaluate the area, existing conditions, and to account for TXDOT plans for US380, this request is to amend the Denton 2040 Comprehensive Plan to reclassify 33.5 acres of Rural Areas Future Land Use designation to Light Industrial Future Land Use designation and 21.8 acres Low Residential Future Land Use designation to Community Mixed Use Future Land Use designation. Light Industrial Future Land Use designation is intended to allow for light industrial and commercial uses such as offices, retail, and restaurants that is compatible with the current development pattern along the rest of the corridor and appropriate considering the future design of US380. Community Mixed Use Future Land Use designation is intended to allow for similar development while providing a buffer for the residential subdivision to the south from industrial development along the corridor and allowing more commercial uses immediately adjacent to the neighborhood.

This Comprehensive Plan amendment is not a change to the existing zoning of any property within the subject boundary, nor does it render any use or property non-conforming. Individual property owners would be responsible for applying for any future zoning changes, which would need to be in alignment with the Future Land Use Map.

A detailed Staff Analysis of the Comprehensive Plan Amendment request is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On September 24, 2025, the Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the Comprehensive Plan Amendment.

During the Work Session, Commissioner McDuff inquired about Environmentally Sensitive Areas (ESAs) in the subject boundary and how that will be addressed. One property owner spoke in favor of the amendment during the public hearing and expressed plans to develop her individual property in the future in accordance with ESA regulations. Once the public hearing was closed, Commissioner McDuff inquired about the e-comment submitted in opposition to the request and the commenter's traffic concern. Staff responded that the existing uses (i.e. single-family homes) and those uses allowed in zoning districts that align with the area's current Future Land Use designations would be more incompatible than the uses allowed in the zoning districts that align with the proposed Future Land Use designations. Therefore, the request aims to encourage development of uses that would be more compatible with the speed and design of US380.

OPTIONS

1. Approval
2. Denial
3. Postpone Item.

RECOMMENDATION

The Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the comprehensive plan amendment.

Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.1D of the DDC for approval of a comprehensive plan amendment.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
April 23, 2025	Planning and Zoning Commission	Work session report	Direction received
September 24, 2025	Planning and Zoning Commission	Future Land Use Map Amendment	Recommended Approval

PUBLIC OUTREACH:
Staff noticed for and held four public meetings at the dates and locations listed below:

Meeting 1: Tuesday, July 8, 2025, 6:30-7:30pm, Old Irish Inn, 3030 N. Trinity Rd
Meeting 2: Wednesday, July 9, 2025, 12:00-1:00pm, Virtual
Meeting 3: Wednesday, August 20, 2025, 6:30-7:30pm, Charisma City Church, 5101 E. University Dr.
Meeting 4: Thursday, August 21, 2025, 12:00-1:00pm, Virtual

Invitations to the first two meetings were mailed to residents and property owners within the study boundary. Three persons attended the first in-person meeting and concurred with staff's recommendation. No one attended the first virtual meeting. Between meetings 2 and 3, staff refined the study boundary and recommendation, removing the area that was proposed to remain the same and the City of Denton Parks property near the Elm Fork Trinity River. Invitations for meetings 3 and 4 were extended to owners and residents within 500 feet of the study area boundary, and two persons attended the in-person meeting and concurred with staff's recommendation. No one attended the second virtual meeting.

Thirty-one (31) notices were sent to the property owners within the subject boundary and within 200 feet of the subject boundary. As of the writing of this report, no responses have been received by the City.

Seventy-four (74) notices were cent to residents within the subject boundary and within 500 feet of the subject boundary. As of the writing of this report, no responses have been received by the City.

A notice was published on the City's website on September 5 and September 25, 2025.

A notice was published in the Denton Record Chronicle on September 7 and September 27, 2025.

2 signs were posted on the property on September 11, 2025.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Future Land Use Map
Exhibit 5 - Proposed Future Land Use Map
Exhibit 6 - Notification Map
Exhibit 7 - Draft Ordinance
Exhibit 8 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Acting Planning Director

Prepared by:
Erin Stanley
Assistant Planner

Planning Staff Analysis
CA25-0002a / US 380 Corridor FLUM Amendment
City Council District #2

REQUEST:
City-initiated request to modify the Future Land Use Map on a 55.3-acre property to change the designation from Rural Areas and Low Residential to Light Industrial and Community Mixed Use.

STAFF RECOMMENDATION:
Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.1D of the DDC for approval of a comprehensive plan amendment.

SITE DATA:
The various parcels comprising the subject property were annexed into the City of Denton between 1969 and 1974 for the purpose of acquiring land and access to the Elm Fork of the Trinity River. Parcels within the subject area were initially zoned Agriculture with annexation and have since transitioned to a mix of Residential 2 (R2), Residential 4 (R4), and Mixed-Use Neighborhood (MN) through adoption of the 2002 and 2019 Denton Development Codes and privately-initiated rezonings. Most of the subject area is undeveloped or single-family residential use, with a variety of commercial and industrial uses located in the Extra-Territorial Jurisdiction (ETJ) just beyond the City Limits line.

A previous Environmentally Sensitive Areas (ESA) Field Assessment verified Riparian Buffer ESA intersecting the subject area east of Trinity Road. This designation expired in 2017 and an updated ESA Field Assessment per Denton Development Code (DDC) 7.4 will be required prior to development of the affected parcels. Small portions of unassessed Riparian Buffer and Floodplain ESA may exist overlapping parts of the southern and eastern subject area boundaries. Some 200-foot buffer, Zone X and Zone AE Floodplain are identified on the 2024 FEMA Floodplain Map.

Portions of the following area roadways are included in the subject area:

- **United States Highway 380 / University Drive** is a Texas Department of Transportation (TXDOT) roadway classified as a freeway per the Denton 2022 Mobility Plan. It is currently a 6-land divided roadway with sidewalks on both the north and south. TXDOT plans for the area include a Loop 288-US380 Connector, anticipated to be completed in 2030, approximately 0.5 miles west of the subject area and a freeway conversion of the subject roadway anticipated to be completed between 2035 and 2040.
- **Lakeview Boulevard** is a residential street per the Denton 2022 Mobility Plan and is the entrance to the Lakeview neighborhood. There are no sidewalks and borrow drainage ditches.
- **North Trinity Road** is classified as a future secondary arterial roadway per the Denton 2022 Mobility Plan. Currently, there are no sidewalks and burrow drainage ditches.
- **Riverside Drive** is a residential street per the Denton 2022 Mobility Plan. There are no sidewalks and burrow drainage ditches.

SURROUNDING ZONING AND USES:

Northwest: Zoning: US 380, Light Industrial (LI), &	North: Zoning: US 380, Residential 2 (R2), General Office (GO), & ETJ 1	Northeast: Zoning: Rural Residential (RR) Use: Parks

Extraterritorial Jurisdiction (ETJ) 1 Use: Right-of-way (ROW) & Undeveloped	Use: ROW, Undeveloped, & Residential	
West: Zoning: LI, US 380, & Residential 3 (R3) Use: ROW & Undeveloped	**SUBJECT PROPERTY**	East: Zoning: US 380 & Residential 2 Use: ROW & Parks
Southwest: Zoning: R3 Use: Undeveloped	South: Residential 4 (R4) & ETJ 1 Use: Undeveloped & Industrial	Southeast: Zoning: ETJ 1 Use: Undeveloped

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Section 2.7.1D of the DDC applies to this Comprehensive Plan Amendment request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

In 1969 and 1974, City Council approved ordinances annexing the subject property into the City Limits. The property was automatically assigned the placeholder zoning designation of Agriculture (A). This zoning evolved to a mix of Residential 2 (R2), Residential 4 (R4), and Mixed-Use Neighborhood (MN) through adoption of the 2002 and 2019 Denton Development Codes and privately initiated rezonings. This request is not intended to conflict with any prior approval and does not change the existing zoning pattern.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. Shall weigh competing goals, policies, and strategies.

There are no competing goals, policies, or strategies associated with this proposal.

b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

The purpose of the request is to modify the designation of 57 acres on the Future Land Use Map (FLUM) in the Comprehensive Plan. The proposal meets the criterion, as it furthers the following goals, policies, and actions outlined in Denton 2040 Comprehensive Plan:

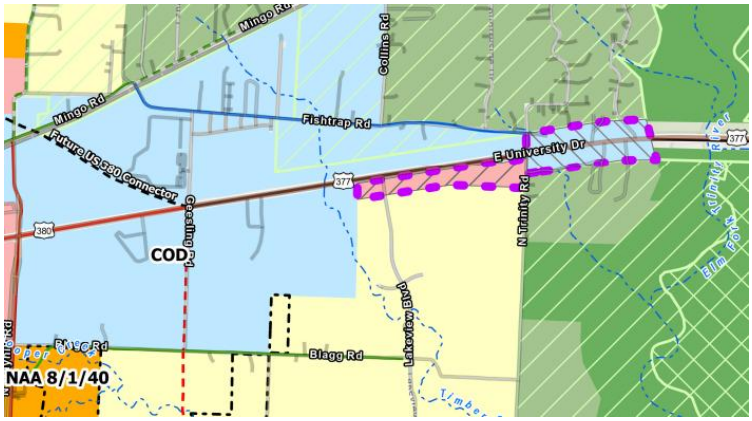
Goal LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.

> Action Item 2.2: Utilize the Preferred Growth Concept Map, the Preferred Land Preservation Plan and the Future Land Use Map to guide all development review applications within the plan horizon.

Staff has received multiple inquiries for commercial development in this area, but these requests do not align with any zoning district that aligns with the current FLUM. This request removes barriers for commercial and light industrial development that is expected and typically encouraged along a growing freeway and will provide support for future privately-initiated rezoning requests so that they may be in alignment with the FLUM.

Figure 2.1: Future Land Use Map

The proposed amendment provides a logical continuation of the Light Industrial Future Land Use designation west of the subject site (shown in blue shading, right) while considering the Low Residential Future Land Use Designation within City Limits to the south of the subject area (shown in yellow, above). It therefore provides an approximately one-half mile stretch of Community Mixed Use Future Land Use designation to continue the commercial feel while simultaneously buffering intensity from adjacent single-family uses.



Proposed Future Land Use Map

To the east, beyond the Elm Fork of the Trinity River and outside of the City of Denton City Limits, the commercial development pattern supported by the Light Industrial Future Land Use designation is continued by a liquor store, auto fuel sales use, and Discount Tire.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

This request is for a Comprehensive Plan Amendment, which provides the City's policy direction, but cannot be used to modify development standards. Therefore, any future development of this site must comply with applicable standards in the DDC.

b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
The request is for an amendment to Denton 2040 Comprehensive Plan FLUM and has provided sufficient detail for the subject submittal. Subsequent applications associated with development of parcels within the subject area must provide an increasing level of detail to demonstrate that the proposal will be able to meet the standards in the DDC.

5. *Compliance with Other Applicable Regulations*
This proposed Comprehensive Plan Amendment complies with all other applicable regulations. Successive applications associated with the future development of the property must also demonstrate compliance at the time of review and approval.

6. *Consistent with Interlocal and Development Agreements*
There are no interlocal or development agreements for the subject site.

7. *Minimizes Adverse Environmental Impacts*
A set of potential floodplain ESAs exists onsite, nested within existing FEMA floodplain. City review of any future proposed development would require civil engineering plans and a full analysis of all site conditions, including ESAs drainage, and tree preservation. Any proposed impacts to confirmed ESAs will require approval through the Alternative ESA Plan process prior to any land-disturbing activity, resulting in possible delays and/or stoppages. Furthermore, development of the site must meet all DDC tree preservation requirements.

8. *Minimizes Adverse Impacts on surrounding Property*
The proposed revision to the Future Land Use Map minimizes adverse impacts on surrounding property. The Community Mixed Use Future Land Use designation would provide support for transitional zoning from the lower-intensity single-family use south of US380 to the US 380 freeway and Light Industrial Future Land Use designations to the east and west.

9. *Minimizes Adverse Fiscal Impacts*
No Fiscal Impact Analysis was completed for the requested Future Land Use Map amendment as no development plans or change of zoning are proposed with this project. Fiscal Impact Analyses will be completed with any future rezoning requests. It can generally be assumed that commercial and industrial development will increase revenue compared to the limited uses allowed today such as large-lot single-family homes and agriculture.

10. *Compliance with Utility, Service, and Improvement Standards*
This proposed Comprehensive Plan Amendment is not expected to negatively impact utilities, services, or improvement standards. At the time of development, all projects must meet all applicable standards. Public utilities would need to be extended by private development.

11. *Provides Adequate Road Systems*
US 380 is classified by the Denton 2022 Mobility Plan as a freeway, and TXDOT plans for the next 15 years include major improvements that will convert the existing 6 lane, divided roadway to a freeway with separated frontage roads and provide a direct connection to Loop 288 further to the west. This request removes barriers to more compatible development along such roadway. When property within the subject area is developed, any proposed development must comply with all applicable standards to ensure adequate roads and access.

12. Provides Adequate Public Services and Facilities
This Comprehensive Plan Amendment request will not affect public services and facilities. Currently there is an existing 16-inch water line south of the US 380 right of way, extending to Lakeview Boulevard. No public sewer intersects with the subject area. Additional public infrastructure improvements will be needed for the area in order to service any proposed development, or development would be serviced by private water well and on-site septic systems, as feasible. When property within the subject area is developed, any proposed development must comply with all applicable standards to ensure adequate public services and facilities are available.

13. *Rational Phasing Plan*
There is no development or phasing plan associated with this Comprehensive Plan Amendment.

B. Section 2.7.1D of the DDC states that an application for a Comprehensive Plan Amendment may be approved only following a determination that the proposed amendment:

1. Is consistent with the overall purpose and intent of the Comprehensive Plan and that any **one** of the following criteria has been met:

a. *There was an error in the original Comprehensive Plan adoption;*
The Future Land Use Map was based upon an existing land use analysis, growth capacity, and the preferred growth concept. The designations Low Residential and Rural Areas were not an error and reflected existing conditions at the time; however, TXDOT's plans for the conversion of US380 have significantly progressed since the Plan's adoption.

b. The City Council failed to take into account then-existing facts, projections, or trends that were reasonably foreseeable to exist in the future;
The City Council did not fail to take into account the existing facts, projections, or trends. Staff only recently began receiving development inquiries for the subject area that were inconsistent with current zoning and the Future Land Use designations. These inquiries were likely spurred by development trends to the east of the City as well as TXDOT's planned freeway conversion and prompted staff to take a deeper look at the area and evaluate if additional uses could be appropriate in the area; hence the subject request.

c. Events, trends, or facts after adoption of the Comprehensive Plan have changed the City Council's original findings made upon plan adoption; or
As previously noted, facts pertaining to the subject property have changed since the adoption of the Comprehensive Plan. TXDOT's Loop 288 connector and US 380 freeway conversion projects have progressed significantly since the adoption of the

Denton 2040 Comprehensive Plan, and development interest in this corridor has increased.

d. *Events, trends, or facts after adoption of the Comprehensive Plan have changed the character or condition of an area so as to make the proposed amendment necessary*

While the proposed amendment may not be strictly necessary, it is consistent with the area's growth trends and would set the area up for more cohesive and appropriate zoning and development in the future. TXDOT's plans for US 380 will drastically change the manner in which properties take access and the type of traffic passing through the area. This amendment will remove barriers to development that is compatible with the roadway and uniform with the rest of the corridor.

2. *In addition to the above-listed criteria, any proposed amendment is subject to the following additional review standards:*

a. *That the amendment is not in conflict with any portion of the goals and policies of the plan.*

The proposed amendment is not in conflict with any portion of the goals and policies of the plan. The intent of this amendment is to remove barriers to development that is compatible with the existing and proposed conditions of the corridor. The Comprehensive Plan calls for compact development in conjunction with infrastructure improvements as well as preservation of the rural fringe. This amendment will open the corridor for development along the right-of-way, rather than encouraging continuation of the current conditions of development being farther setback in the ETJ where the city lacks land use authority. All future development will still be required to complete drainage studies, environmental analyses, and tree surveys and preservation plans and meet design standards set forth in the Denton Development Code.

b. *That the amendment constitutes a substantial benefit to the city and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.*

The Comprehensive Plan identifies this area as a gateway into Denton and calls for staff to examine the area in greater detail, as this study has done. As the Future Land Use designations are today, this corridor is bound to residential and agricultural uses fronting a 6-lane roadway, which presents potential challenges such as vehicles backing out of driveways, trash trucks stopping to pick up waste, and children at play in yards adjacent to the freeway. The allowed uses in the zoning districts that are consistent with the current Future Land Use designations are inappropriate in such an area and present safety concerns to both landowners and residents of the area as well as to all motorists traversing the corridor. The proposed Comprehensive Plan Amendment would allow for commercial and industrial development that presents fewer conflicts with the existing and proposed conditions of the corridor by requiring internal drive aisles, multiple points of access, cross access, and greater site design consideration.

c. *The extent to which the proposed amendment and other amendments in the general area are compatible with the land use goals of the plan and that they avoid creation of isolated uses that will cause incompatible community form and a burden on public services and facilities.*

The proposal is compatible with the land use goals as discussed above and would not create isolated uses. The uses allowed in the zoning districts that best align with the proposed Future Land Use designations are ones already seen to the east and west along the corridor. At the time of development, all projects must meet all applicable utility standards. Public utilities would need to be extended by private development.

d. *That the development pattern contained in the existing plan does not provide adequate and appropriate optional sites for the use or change being proposed in the amendment.*

The existing plan provides adequate optional sites for Light Industrial and Community Mixed Use land uses throughout the City but does not provide for the type of uses typical or appropriate of a freeway corridor in the subject area.

e. *That the impact of the amendment, when considered cumulatively with other applications and development in the general area, will not adversely impact the city or a portion of the city by:*

i. *Significantly altering acceptable existing land use patterns;*

The amendment is not anticipated to result in undesirable land use patterns. Light Industrial and Community Mixed Use Future Land Use designations, and the zoning districts typically associated with these Land Use designations, are consistent with the existing land use pattern along this corridor and will encourage the development of compatible land uses and scale.

ii. *Having significant adverse impacts on public services and facilities that are needed to support the current land use and that cannot be mitigated to the maximum extent feasible;*

Regardless of this amendment, TXDOT proposes to convert the US380 corridor in this area to a controlled-access freeway with service roads. At the time of development, all projects must meet all applicable utility standards. Public utilities would need to be extended by private development at such time as those developments occur.

iii. *Adversely impacting environmentally sensitive areas or resources; or*

The proposed modification to the Future Land Use Map would not limit the City's ability to regulate tree preservation, stormwater, and development activity within Environmentally Sensitive Areas.

iv. *Adversely impacting existing uses because of increased traffic on existing systems.*

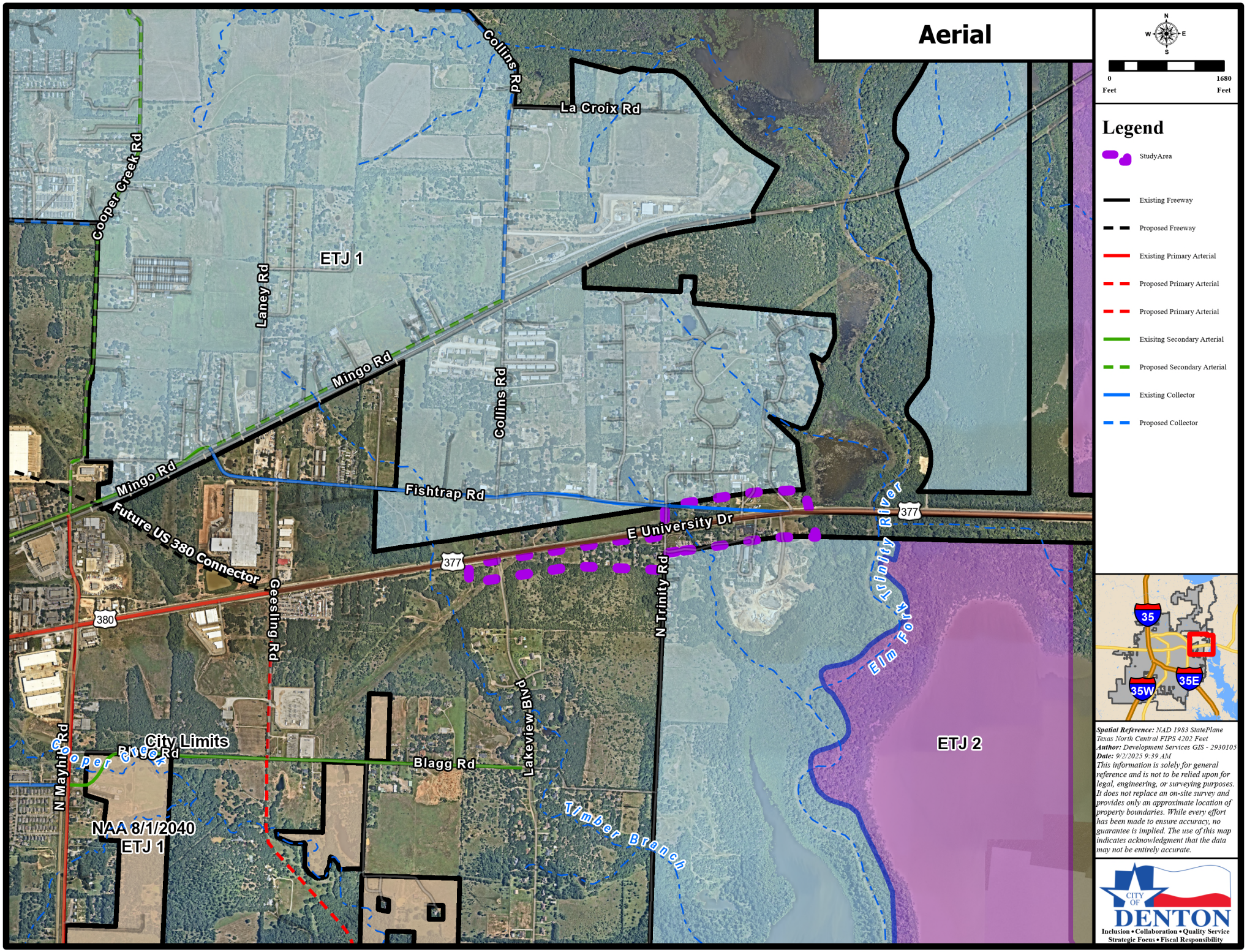
Existing uses in this corridor include some residential property, undeveloped property, and commercial and industrial uses in the adjacent ETJ that take access through the subject area that have been in place long before the current Future Land Use Map or zoning was put in place. This amendment proposes Community Mixed Use Future Land Use designation for and adjacent to existing residential property to provide a transition from residential uses to industrial uses to the east and west.

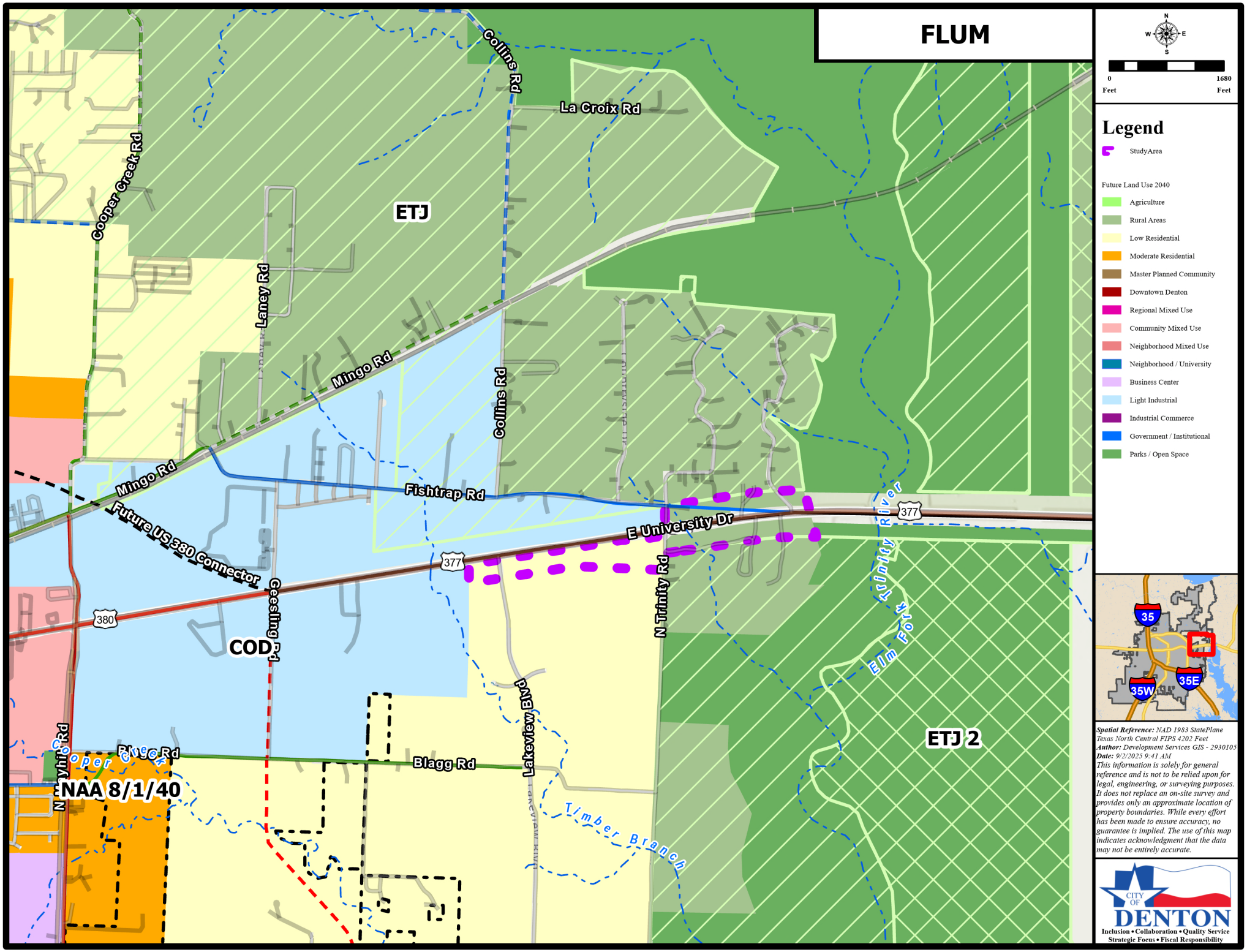
Regardless of this amendment, TXDOT proposes to convert the US380 corridor in this area to a controlled-access freeway with service roads. This will support the proposed Future Land Use Map amendment by allowing for safer ingress and egress to private properties.

f. That site conditions, including but not limited to topography, utility corridors/easements, drainage patterns, noise, odors, or environmental contamination, would make development under the current plan designation inappropriate.

The following site conditions related to the subject property could limit the development of the site under the current designation:

- **Zoning**: Under the current Future Land Use designations, appropriate zoning districts are limited to low residential zoning districts and agriculture. These zoning districts and permitted uses are no longer appropriate for this corridor as the property fronts a high-speed roadway that is set to be converted to a freeway over the next decade. Recent development in the area and development inquiries include commercial and light industrial uses that are much better suited to this type of corridor.
- **Access**: The adopted Design Criteria Manual prohibits residential property from taking access off a freeway roadway, but TXDOT may grant exceptions when that is the only option for access. Under the current plan designation, uses are significantly limited to residential and rural uses, forcing development under the current plan designation to be afforded unsafe access. While the currently permitted single-family rural residences on individual lots would not be required to share driveway access, the types of uses that would be supported by the proposed FLUM designations have different design requirements that would enable staff to require shared driveways and cross-access conditions more appropriate for a freeway service road.
- **TXDOT Improvements**: Regardless of this amendment, TXDOT proposes to convert the US380 corridor in this area to a controlled-access freeway with service roads. The current Future Land Use designations of Rural Areas and Low Residential are not appropriate directly adjacent to such type of corridor.

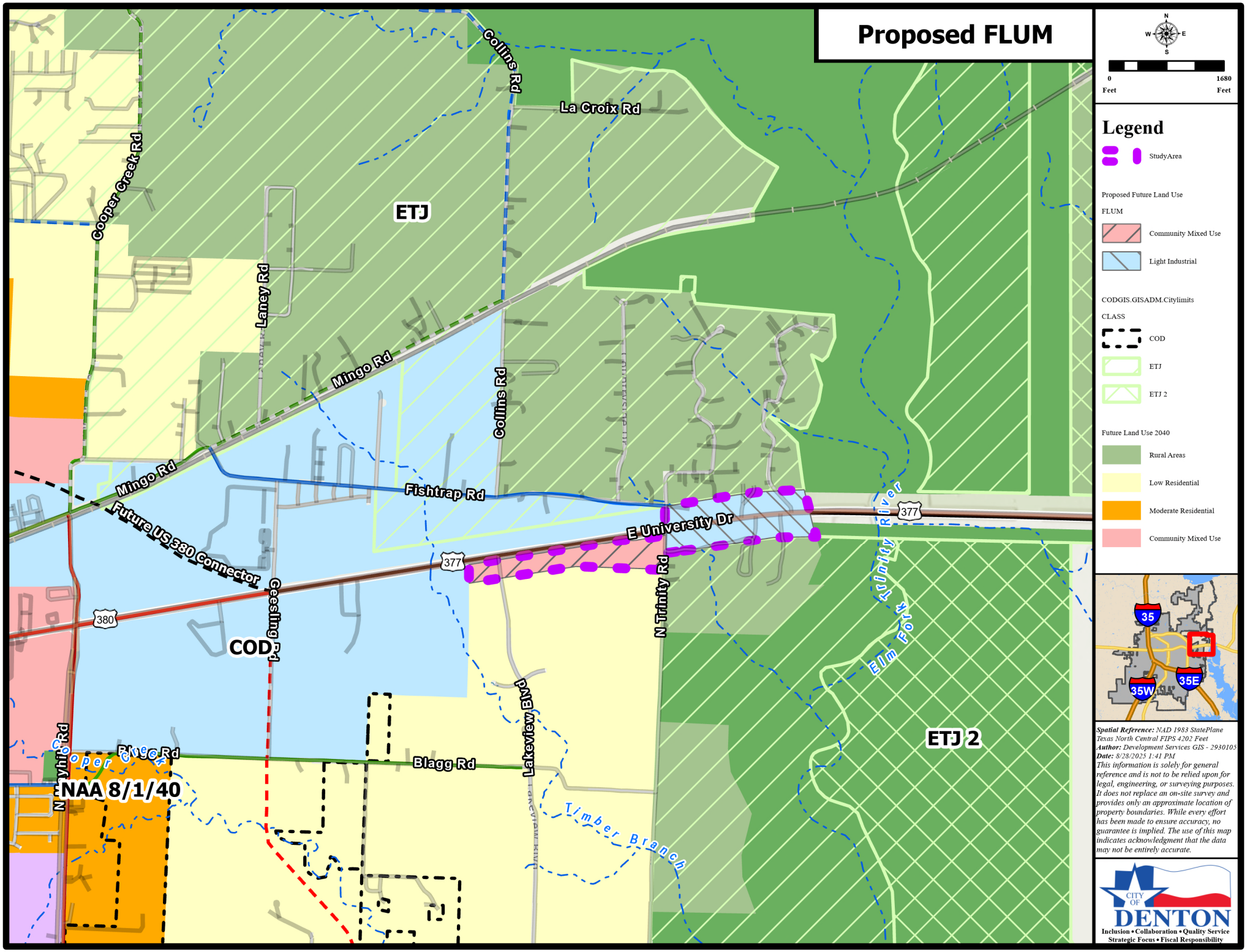

Aerial
Collins Rd
La Croix Rd
Cooper Creek Rd
ETJ 1
Laney Rd
Mingo Rd
Collins Rd
Mingo Rd
Fishtrap Rd
Future US 380 Connector
E University Dr
377
377
Trinity River
380
Geesling Rd
N Trinity Rd
Elm Fork
Lakeview Blvd
City Limits
Pkwy
Blagg Rd
Cooper Creek
N Mayhill Rd
ETJ 2
Timber Branch
NAA 8/1/2040
ETJ 1
0
1680
Feet
Feet
Legend
StudyArea
Existing Freeway
Proposed Freeway
Existing Primary Arterial
Proposed Primary Arterial
Proposed Primary Arterial
Exisitng Secondary Arterial
Proposed Secondary Arterial
Existing Collector
Proposed Collector
35
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Spatial Reference: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet
Author: Development Services GIS - 2930105
Date: 9/2/2025 9:39 AM
This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.
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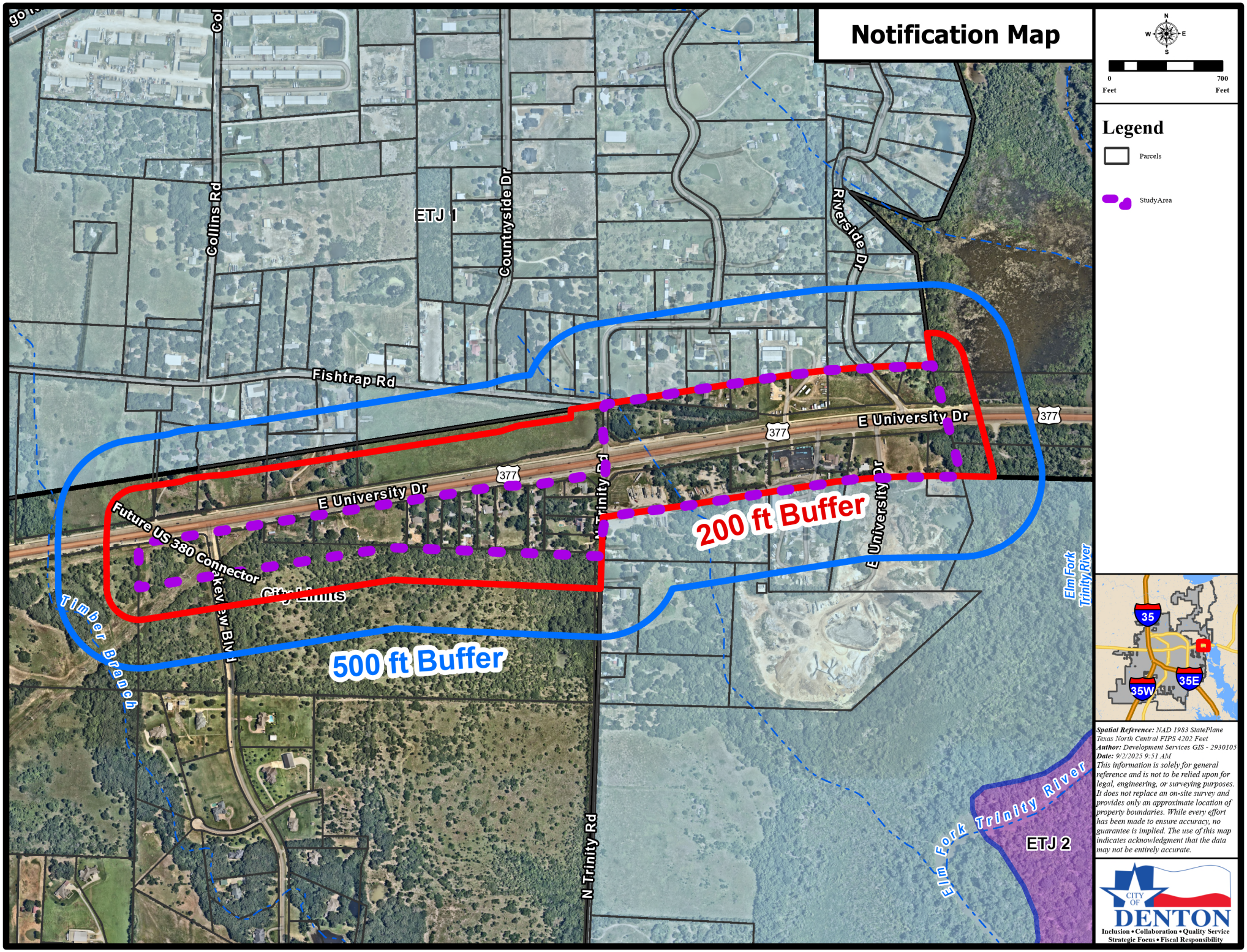


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Author: *Development Services GIS - 2930105*
Date: *9/2/2025 9:41 AM*

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Proposed FLUM
Collins Rd
La Croix Rd
Cooper Creek Rd
ETJ
Laney Rd
Mingo Rd
Collins Rd
Mingo Rd
Fishtrap Rd
Future US 380 Connector
E University Dr
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Geesling Rd
380
COD
N Trinity Rd
Trinity River
Elm Fork
Lakeview Blvd
Blagg Rd
Blagg Rd
Cooper Creek
NAA 8/1/40
Timber Branch
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StudyArea
Proposed Future Land Use
FLUM
Community Mixed Use
Light Industrial
CODGIS.GISADM.Citylimits
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ETJ
ETJ 2
Future Land Use 2040
Rural Areas
Low Residential
Moderate Residential
Community Mixed Use
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Spatial Reference: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet
Author: Development Services GIS - 2930105
Date: 8/28/2025 1:41 PM
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Notification Map
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Legend
Parcels
StudyArea
Collins Rd
ETJ 1
Countryside Dr
Riverside Dr
Fishtrap Rd
E University Dr
377
Future US 380 Connector
200 ft Buffer
500 ft Buffer
Timber Branch
N Trinity Rd
Elm Fork Trinity River
ETJ 2
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35W
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Spatial Reference: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet
Author: Development Services GIS - 2930105
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A COMPREHENSIVE PLAN AMENDMENT ON APPROXIMATELY 33.5 ACRES FROM RURAL AREAS FUTURE LAND USE DESIGNATION TO LIGHT INDUSTRIAL FUTURE LAND USE DESIGNATION, GENERALLY LOCATED SOUTH OF US380 BEGINNING 0.5 MILES EAST OF GEESLING ROAD AND EXTENDING APPROXIMATELY 0.5 MILES EAST TO NORTH TRINITY ROAD IN THE CITY OF DENTON, DENTON COUNTY, TEXAS, AND ON APPROXIMATELY 21.8 ACRES FROM LOW RESIDENTIAL FUTURE LAND USE DESIGNATION TO COMMUNITY MIXED USE FUTURE LAND USE DESIGNATION, GENERALLY LOCATED NORTH AND SOUTH OF US380, BEGINNING AT NORTH TRINITY ROAD AND EXTENDING APPROXIMATELY 0.4 MILES EAST IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL FUTURE LAND USE MAP; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (CA25-0002a)

WHEREAS, The City of Denton has initiated a Comprehensive Plan amendment, changing the Future Land Use designations on approximately 33.5 acres of land from Rural Areas to Light Industrial, legally described in **Exhibit "A"** and 21.8 acres of land from Low Residential to Community Mixed Use, legally described in **Exhibit "B"**, attached hereto and depicted in **Exhibit "C"**, and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, Staff presented a study of the subject area to the Planning and Zoning Commission in a work session held on April 23, 2025, and the Commission directed Staff to move forward with the recommendation as presented and seek community feedback; and

WHEREAS, the requested Future Land Use designation changes received favorable feedback from area residents and property owners during two public engagement meetings held in June and August of 2025; and

WHEREAS, on September 24, 2025, the Planning and Zoning Commission, in compliance with the Denton Development Code, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [4-0] of the amendment; and

WHEREAS, on October 14, 2025, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.1 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the Future Land Use designation of the property, have determined that the proposed change is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said Future Land Use Map change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The Future Land Use designation for the Property is hereby changed from Rural Areas to Light Industrial and from Low Residential to Community Mixed Use.

SECTION 3. The City's Denton 2040 Comprehensive Plan is hereby amended to show the change in the Future Land Use Map.

SECTION 4. Exhibits A through C do not describe or depict 200-foot transition buffers for Future Land Use designations as depicted on the City of Denton General Interactive Map.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [_ -]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A

33.5 ACRES

All that certain lot, tract or parcel of land lying and being situated in the City of Denton, County of Denton, State of Texas, and being all or part of the M. Forrest Survey, Abstract Number 417 and W. Dabbs Survey, Abstract Number 328, being more particularly described as follows:

BEGINNING at the point being 350 feet south perpendicular to the centerline of US 380, also known as University Drive and being on the East line of Trinity Road, and on the West boundary line of a tract described in the Deed from Texas 380 RV LLC., a Texas limited Liability Company to TxWy LLC., a Texas limited liability Company, as recorded by County Clerk file number 2025-1731, Real Property Records, Denton County, Texas;

Thence North, along the West boundary of said TxWy LLC tract and the East line of said Trinity Road, crossing the centerline of said US 380 at a distance of 361.5 feet, continuing a total distance of 709.7 feet to a point for a corner being 350 feet north perpendicular to the centerline of said US 380;

Thence Northeasterly, 350 feet north of and parallel with the centerline of said US 380, a distance of 2,025 to a point for a corner, being on the east boundary line of a tract of land described in the Deed from Betty Clampitt and Kenneth Clampit to Jeff Manie, recorded by County Clerk file number 2008-100052, Real Property Records, Denton County, Texas;

Thence Southerly, along the east boundary line of said Jeff Manie tract, across the north line and centerline of said US 380, a distance of 412.3 feet to a point for a corner and being on the south line of said US 380;

Thence Easterly, along the south line of said US 380, and along the north line of a tract of land described in the Deed from CCR Equity Holdings Four, LLC., a Texas limited liability company to Eagle Build LLC., a Texas limited liability company, a distance of 50.3 feet to a point for a corner and being the northeast corner of said Eagle Build LLC tract;

Thence South, along the east line of said Eagle Build LLC tract, a distance of 282 feet to a point for a corner and being 350 feet south of and perpendicular to the centerline of said US 380;

Thence Southwesterly, 350 feet south of and parallel with the centerline of said US 380, a distance of 2,228 to the POINT OF BEGINNING, Save and Except all areas of public roads, US 380, Trinity Road, and Fee Simple for public use, containing in all approximately 33.5 acres of land.

Created by Mark A. Laird on 9/18/25

Exhibit B

21.8 ACRES

All that certain lot, tract or parcel of land lying and being situated in the City of Denton, County of Denton, State of Texas, and being all or part of the M. Forrest Survey, Abstract Number 417, being more particularly described as follows:

BEGINNING at the point being 350 feet south perpendicular to the centerline of US 380 and being on the west line of a 59.99 acre tract described in the Deed from Russell D. Pearson, Kimberly Bullard Stone and Flora Ann Slate, as independent co-executors of the Estate of Ralph Tildon Bullard to Kimberly Bullard Stone, and Russell D. Pearson, Flora Ann Slate and Kimberly Bullard Stone, as Co-trustees of Tildon Dee Bullard Trust, as recoded by County Clerk file number 2023-34682, Real Property Records, Denton County, Texas;

Thence North, along the west line of said 59.99 acre tract, a distance of 297.5 feet to a point for a corner and being on the south line of US 380, also known as University Drive;

Thence Northeast, along the south line of said US 380, a distance of 2,270 feet to a point for a corner;

Thence East, along the south line of said US 380, a distance of 201.5 feet to a point for a corner;

Thence Northeast, along the south line of said US 380, a distance of 343.1 feet to a point for a corner;

Thence Southeast, along the south line of said US 380, a distance of 78.7 feet to a point for a corner and being on the west line of Trinity Road;

Thence South, along the west line of said Trinity Road, a distance of 416.8 feet to a point for a corner;

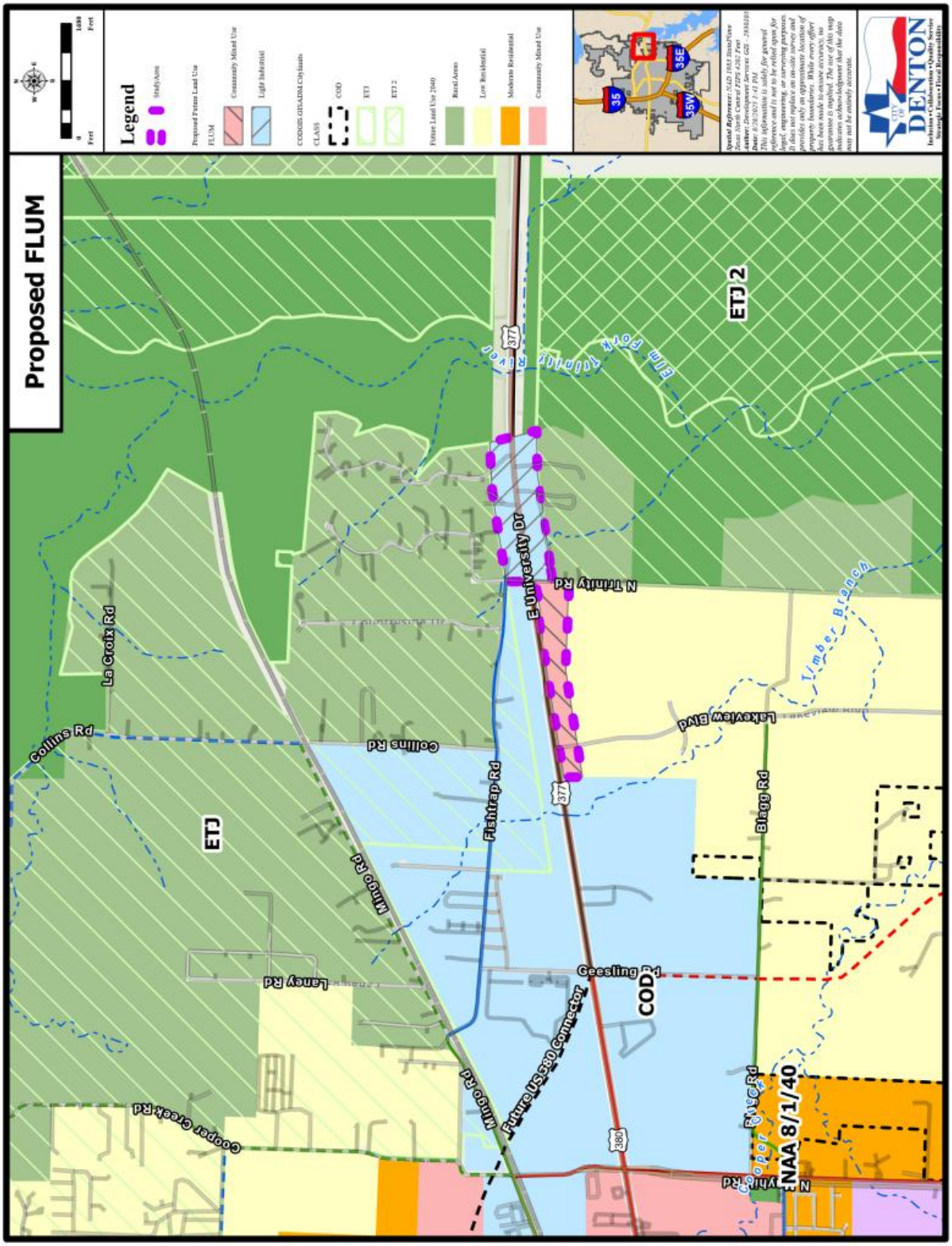
Thence West, along the north line of said 59.99 acre tract, a distance of 1,086.8 feet to a point for a corner and being 350 feet perpendicular to the centerline of said US 380;

Thence Southwest, 350 feet south of and parallel with the centerline of said US 380, a distance of 1,765.5 to the POINT OF BEGINNING, Save and Except all areas of public roads, US 380, Trinity Road, Lakeview Boulevard, and Fee Simple for public use, containing in all approximately 21.8 acres of land.

Created by Mark A. Laird on 9/18/25

Exhibit C

Proposed Future Land Use Map



CA25-0002a
US 380 Corridor
FLUM Amendment

Erin Stanley

Assistant Planner

October 14, 2025

CITY OF DENTON

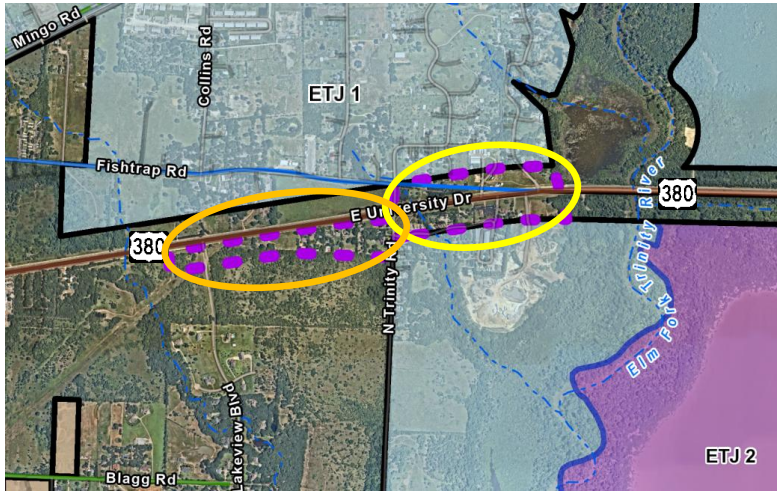
Request

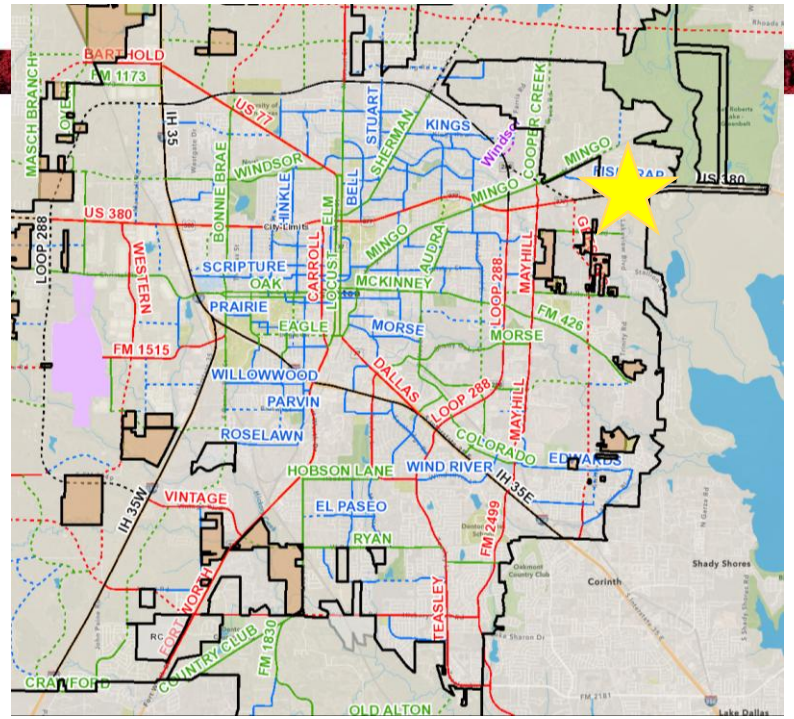
Request: City-Initiated Future Land Use Map (FLUM) Amendment

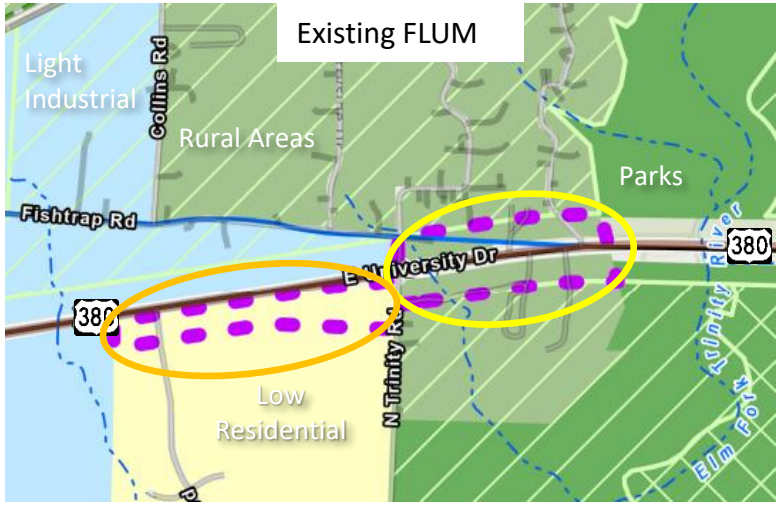
Total Area: 55.3 acres

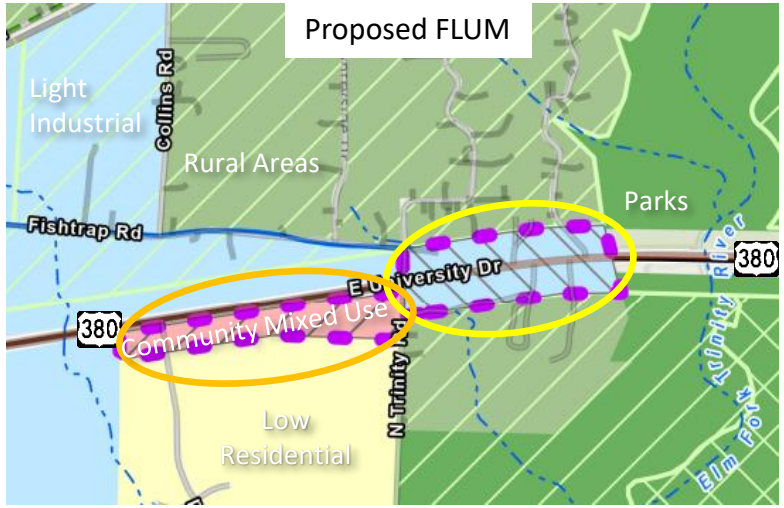
Area 1 (yellow)
- Area: 33.5 acres
- Existing FLUM: Rural Areas
- Proposed FLUM: Light Industrial

Area 2 (orange)
- Area: 21.8 acres
- Existing FLUM: Low Residential
- Proposed FLUM: Community Mixed Use









Background

- Development inquiries do not match current zoning or future land use designations
- Identified in the 2040 Comprehensive Plan as a gateway area for study
- Corridor Study
  - Existing conditions
  - TxDOT improvements
  - Community engagement

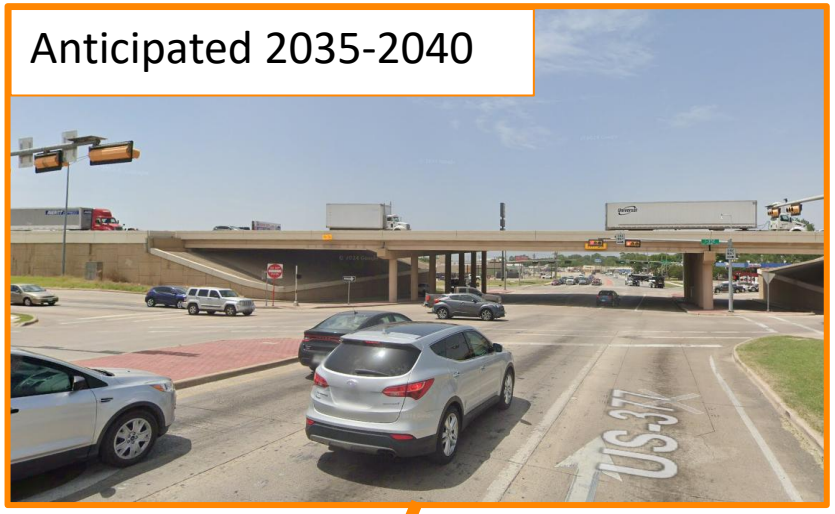




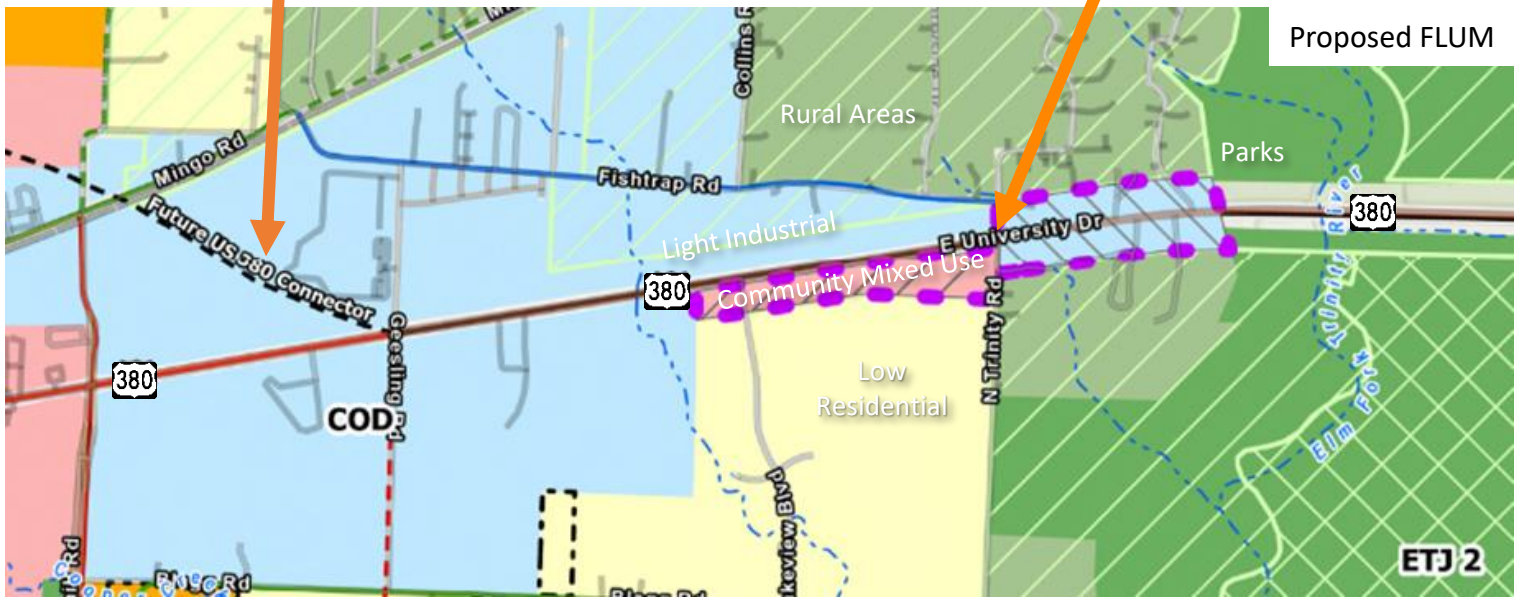
Anticipated 2030



Anticipated 2035-2040



Proposed FLUM



Light Industrial

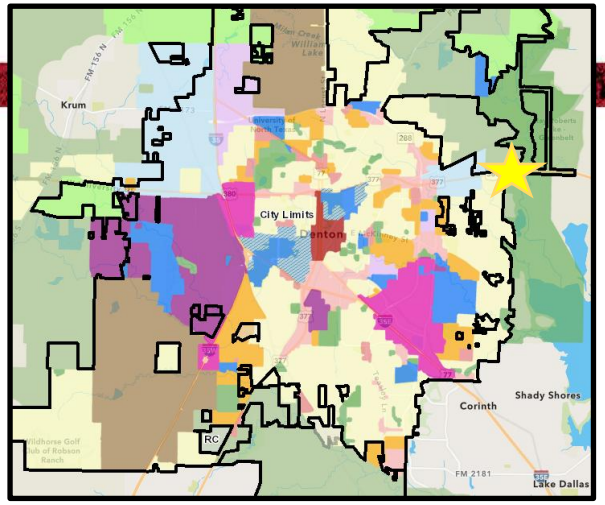
- Primary uses include **light manufacturing, assembling, and warehousing and distribution, and include associated supporting uses, such as offices, retail, and restaurants**
- Areas should have adequate access to infrastructure, including the **transportation network**

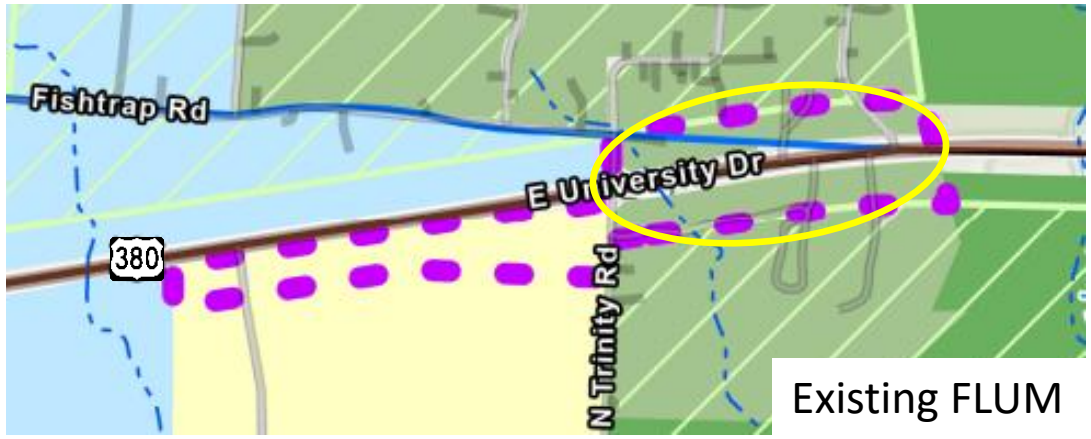
✓ Consistent with current development pattern

✓ Considers US380 roadway design and improvements

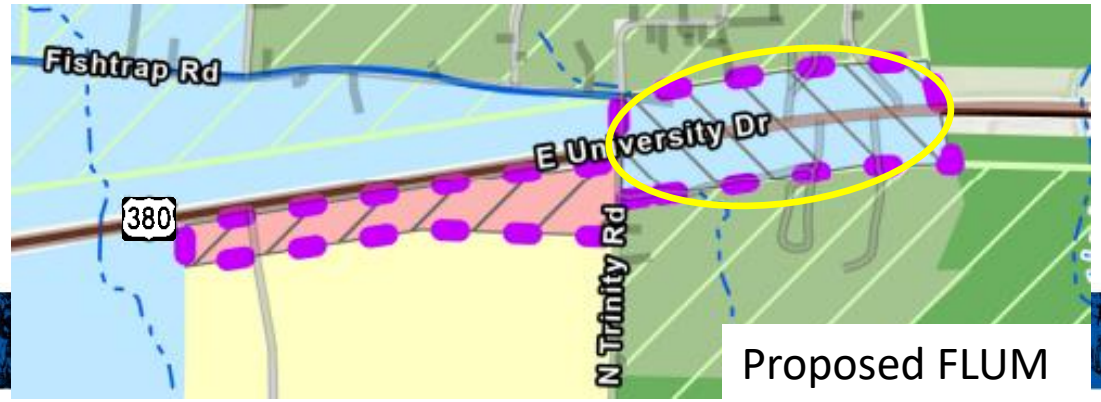
Generally Aligned Zoning Districts:
- Light Industrial
- General Office
- Suburban Corridor

Current Locations:
(light blue)
- US380/377
- Northwest of US380 and I-35 intersection





Existing FLUM



Proposed FLUM

Community Mixed Use

- **Commercial uses remain predominant, but where residential, service, and other uses are complementary**
- **Complement and embrace existing, viable uses**,
- Create a **sense of place** to serve the local community

✓Provide neighborhood services at a scale appropriate for US380

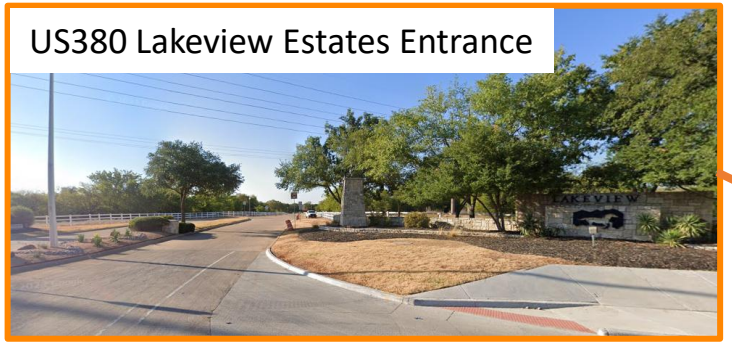
✓Buffer industrial uses and traffic

✓Provide higher design standards near adjacent residential zoning

Generally Aligned Zoning Districts:

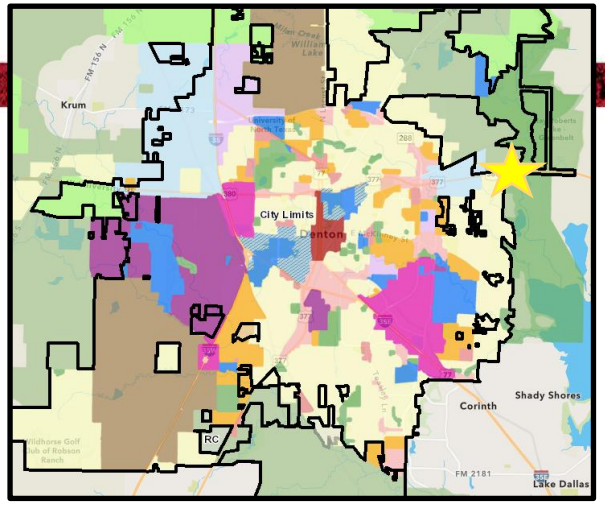
- Suburban Corridor
- Mixed-Use Regional

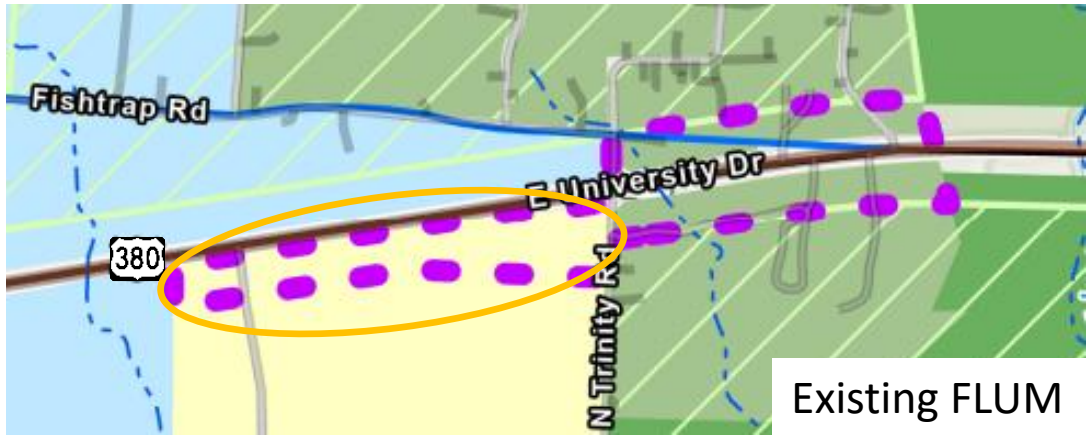
US380 Lakeview Estates Entrance



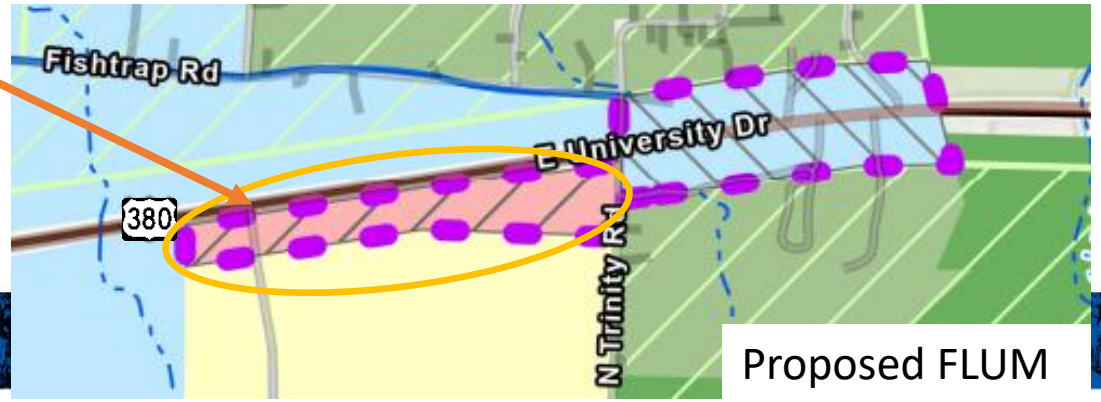
Location: (light pink)

- Clustered around primary arterials and TXDOT roadways





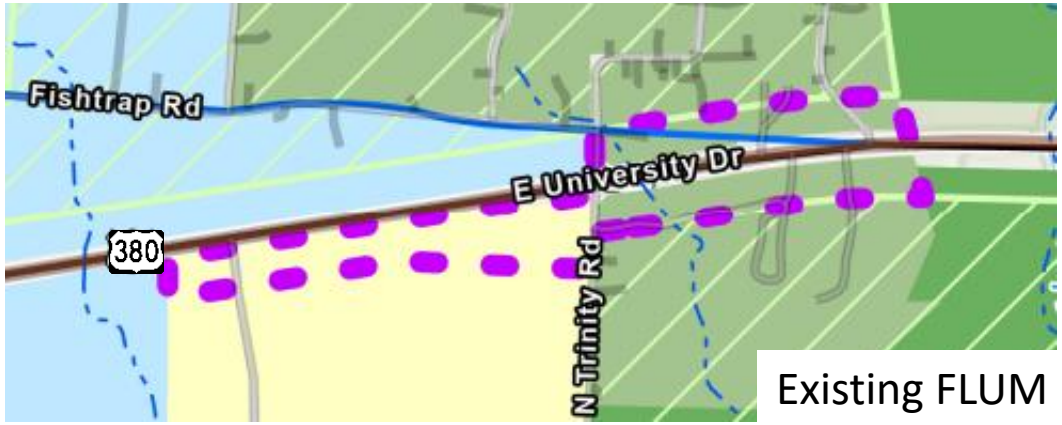
Existing FLUM



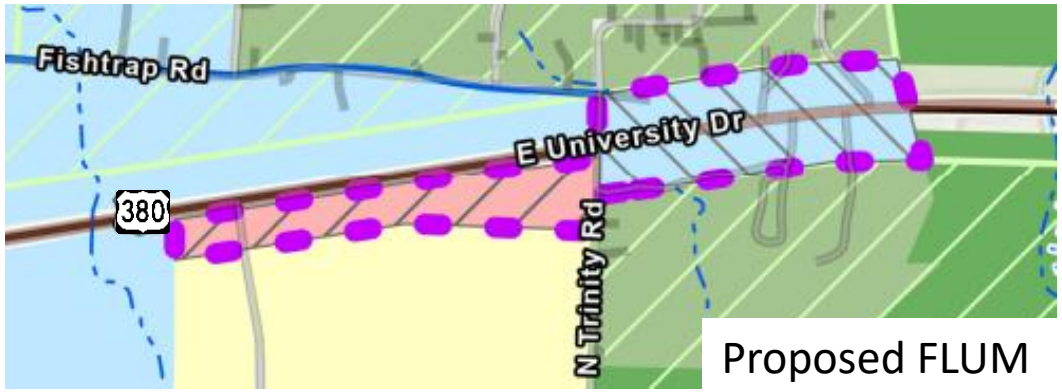
Proposed FLUM

Denton 2040 Comprehensive Plan

- ✓ **LU-1: Grow Compactly**: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.
- ✓ **Action Item 2.2**: Utilize the Preferred Growth Concept Map, the Preferred Land Preservation Plan and the **Future Land Use Map** to guide all development review applications within the plan horizon.



Existing FLUM



Proposed FLUM

Criteria for Approval

Summary:

- ✓ No conflict with any portion of the goals and policies of the Denton 2040 Comprehensive Plan.
- ✓ The proposed amendment is consistent with the existing non-residential development pattern and adjacent future land use designations and will encourage the development of compatible land uses and scale
- ✓ Considers existing and proposed infrastructure

Comprehensive Plan Amendment Approval Criteria (Sec. 2.7.1D1)

1. Is consistent with the overall purpose and intent of the Comprehensive Plan and that any one of the following criteria has been met:
   a. There was an error in the original Comprehensive Plan adoption;
   b. The City Council failed to take into account then-existing facts, projections, or trends that were reasonably foreseeable to exist in the future;
   c. Events, trends, or facts after adoption of the Comprehensive Plan have changed the City Council's original findings made upon plan adoption
   d. Events, trends, or facts after adoption of the Comprehensive Plan have changed the character or condition of an area so as to make the proposed amendment necessary

Comprehensive Plan Amendment Approval Criteria(Sec 2.7.1.D2)

a. That the amendment is not in conflict with any portion of the goals and policies of the plan.
b. That the amendment constitutes a substantial benefit to the city and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
c. The extent to which the proposed amendment and other amendments in the general area are compatible with the land use goals of the plan and that they avoid creation of isolated uses that will cause incompatible community form and a burden on public services and facilities.
d. That the development pattern contained in the existing plan does not provide adequate and appropriate optional sites for the use or change being proposed in the amendment.
e. That the impact of the amendment, when considered cumulatively with other applications and development in the general area, will not adversely impact the city or a portion of the city by.
f. That site conditions, including but not limited to topography, utility corridors/easements, drainage patterns, noise, odors, or environmental contamination, would make development under the current plan designation inappropriate..

Notification

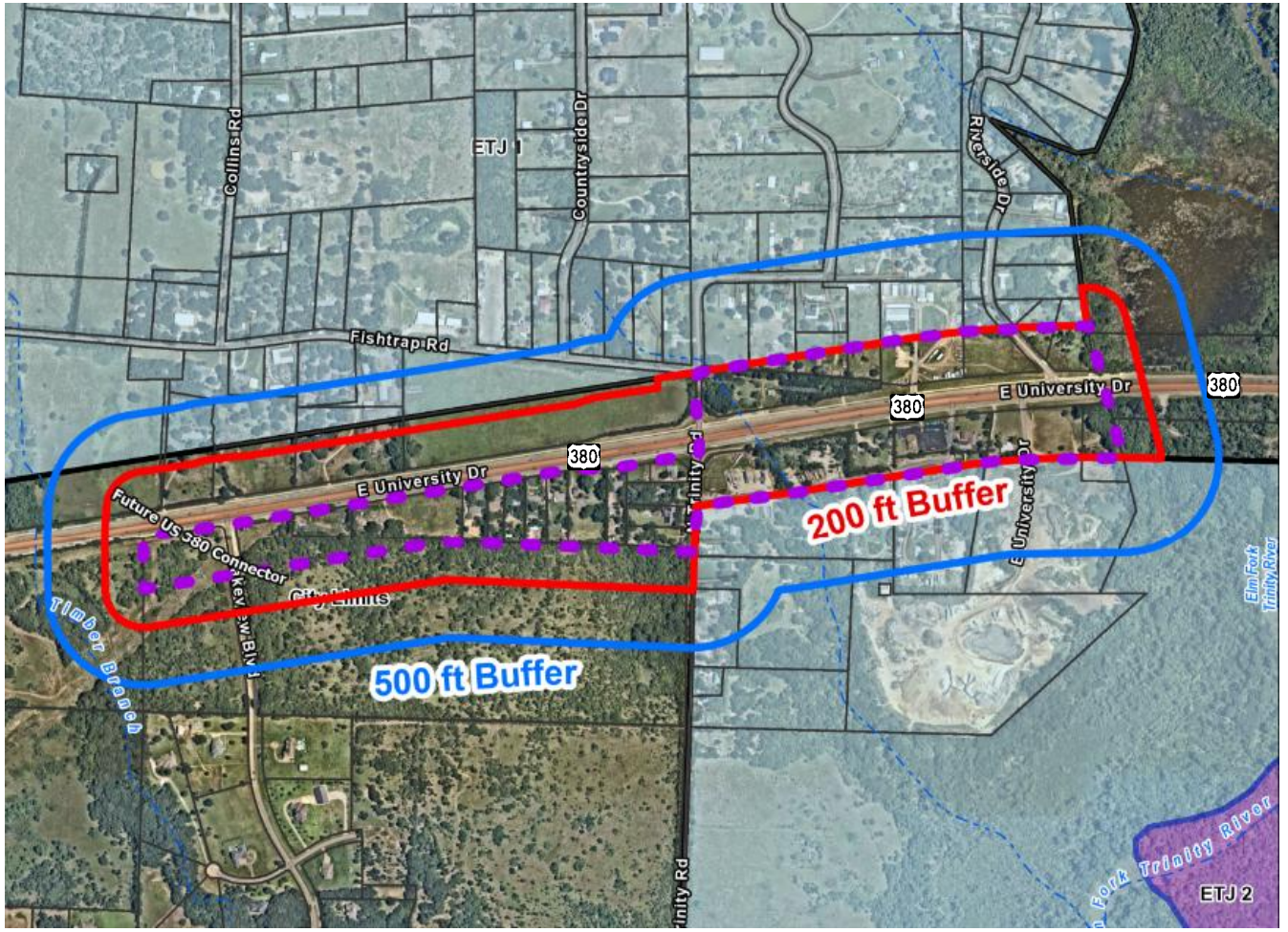
City website notice posed: September 5 and September 25, 2025
Newspaper notice posted: September 7 and September 27, 2025
Property notice posted: September 11, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 31
- 500 ft. Courtesy Notices mailed: 74

Responses:

- In Opposition: 1
- In Favor: 1

Two in-person and two virtual public meetings were noticed and held. All attendees were in favor of the request.



Recommendation

The Planning and Zoning Commission recommended **approval** [4-0].

Staff recommends **approval** of the **Comprehensive Plan Amendment** request as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.1D of the DDC for approval of a Comprehensive Plan Amendment.

QUESTIONS?

Erin Stanley
Assistant Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

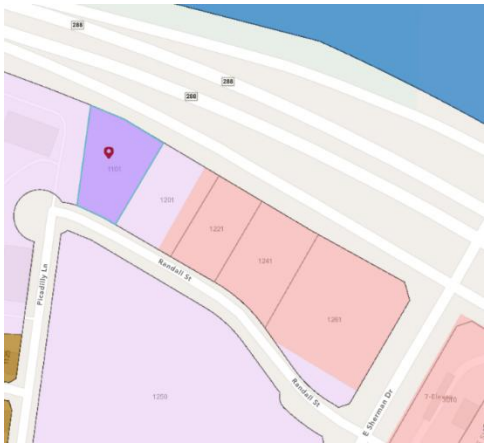
SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Mixed Use Neighborhood (MN) zoning district to Suburban Corridor (SC) zoning district on approximately 1 acre of land generally located south of Loop 288 Service Road and north of Randall Street, approximately 800 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (Z25-0012a, N Loop 288 MN to SC Rezone, Erin Stanley)
https://dentontx.new.swagit.com/videos/356584?ts=2926

BACKGROUND

The subject property was annexed into the City of Denton in 1982 and assigned the placeholder zoning designation of Agriculture (A) before being rezoned to Planned Development (PD-39) at the same meeting. This zoning was changed to Neighborhood Regional Mixed Use (NMRU) with the adoption of the 2002 Development Code since development had not occurred under the previous PD, and the NRMU zoning transitioned to Mixed Use Neighborhood (MN) with the adoption of the 2019 Denton Development Code.

The 1.001-acre lot is currently undeveloped. In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. Earlier this year, a replat was approved to further subdivide the addition. Today, the subject property is platted as Lot 5, Block A, Sherman Crossing Addition Phase 1.



The property is bordered to the north by the Loop 288 Service Road, a TXDOT roadway, and to the south by Randall Street, a City of Denton residential street. The property immediately to the east is split-zoned MN and Suburban Corridor (SC) and is concurrently pursuing a zoning change to straight SC zoning. Property further east of the adjacent lot is similarly zoned SC and is actively undergoing development review commercial uses. West of the subject site is zoned MN and is occupied by a multifamily use.

PLANNING AND ZONING COMMISSION

On September 24, 2025, the Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the zoning change. The applicant was available during the public hearing to answer

questions from the Commission. No members of the public spoke during the public hearing, and no questions were asked by the Commission.

OPTIONS

1. Approval
2. Denial
3. Postpone Item

RECOMMENDATION

The Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the zoning change.

Staff recommends approval of the rezoning of approximately 1 acre of land from Mixed Use Neighborhood (MN) district to Suburban Corridor (SC) district as it complies with the criteria in Subsection 2.4.5.E of the Denton Development Code for approval of all applications, and Subsection 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
January 12, 1982	City Council	Annexation into City Limits (1982-007)	Approved
January 12, 1982	City Council	Rezone to Planned Development (1982-008)	Approved
February 5, 2002	City Council	Rezone to NRMU (2002-040)	Approved
October 12, 2016	Planning and Zoning Commission	Plat (FP16-0021)	Approved
September 24, 2025	Planning and Zoning Commission	Rezone to SC	Recommended Approval

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- A total of four (4) notices were mailed out to property owners within 200 feet of the subject property, and two hundred and fifty-five (255) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received no written responses to this request in opposition or support.

- A notice was published on the City's website on September 5, 2025 and September 25, 2025.

- A notice was published in the Denton Record Chronicle on September 7, 2025 and September 27, 2025.

- Two (2) signs were posted on the subject property on September 11, 2025.

- As of writing this report, no community engagement has been conducted.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Fiscal Impact Summary
Exhibit 11 - Draft Ordinance
Exhibit 12 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Acting Planning Director

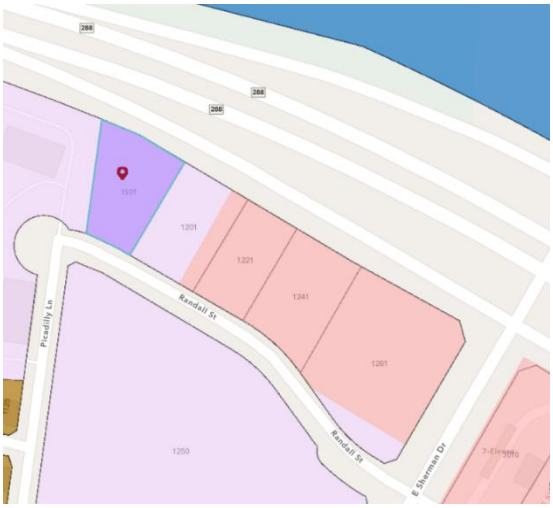
Prepared by:
Erin Stanley
Assistant Planner

Planning Staff Analysis
Z25-0012a / N Loop 288 MN to SC Rezone
City Council District #2

REQUEST:
Rezone approximately 1 acre of land from Mixed Use Neighborhood (MN) zoning district to Suburban Corridor (SC) zoning district generally located south of Loop 288 Service Road and North of Randall Street, approximately 800 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas.

STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 1 acre of land to SC district as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:
The 1.001-acre lot is currently undeveloped. In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. Earlier this year, a replat was approved to further subdivide the addition. Today, the subject property is platted as Lot 5, Block A, Sherman Crossing Addition Phase 1.



The property is bordered to the north by the Loop 288 Service Road, a TXDOT roadway, and to the south by Randall Street, a City of Denton residential street. The property immediately to the east is split-zoned MN and Suburban Corridor (SC) and is concurrently pursuing a zoning change to straight SC zoning. Property further east of the adjacent lot is similarly zoned SC and is actively undergoing development review for a mix of commercial uses. West of the subject site is zoned MN and is occupied by multifamily use.

A 15-inch sanitary sewer line and 12-inch water line parallel the property to the west, with the water line turning to the east and continuing in the Randall Street right-of-way. A drainage culvert exists on the western edge of the property in a 30-foot drainage and utility easement, established in 2018 by separate instrument. A 20-foot drainage and utility easement exists at the front of the property along the Loop 288 frontage road, and an 8-foot public utility easement exists at the rear of the property along Randall Street. There is no Environmentally Sensitive Area or FEMA Floodplain on the subject site.

[*continued on next page*]

SURROUNDING ZONING AND USES:

Northwest: Zoning: Loop 288 Service Road ROW and Public Facilities (PF) Use: DISD Athletic Field	North: Zoning: Loop 288 Service Road ROW and PF Use: DISD Athletic Field	Northeast: Zoning: Loop 288 Service Road ROW and PF Use: DISD Athletic Field
West: Zoning: Mixed-Use Neighborhood (MN) Use: Multifamily	**SUBJECT PROPERTY**	East: Zoning: Active Rezoning (Z25-0016) from split zoning MN and Suburban Corridor (SC) to SC Use: Undeveloped
Southwest: Zoning: Randall Street ROW and MN Use: Multifamily	South: Zoning: Randall Street ROW and MN Use: Multifamily	Southeast: Zoning: Randall Street ROW and MN Use: Multifamily

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

The subject property was annexed into the City of Denton in 1982 and assigned the placeholder zoning designation of Agriculture (A) before being rezoned to Planned Development (PD-39) at the same meeting. This zoning was changed to Neighborhood Regional Mixed Use (NMRU) with the adoption of the 2002 Development Code because no development had occurred within the earlier PD and this transitioned to

Mixed Use Neighborhood (MN) with the adoption of the current Denton Development Code in 2019.

In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. On April 15, 2025, a replat was approved to further subdivide the addition. Today, the subject property is platted as Lot 5, Block A, Sherman Crossing Addition Phase 1. This rezoning does not conflict with any prior approvals.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. Shall weigh competing goals, policies, and strategies.

Staff has not identified any competing goals, policies, or strategies pertinent to this rezoning request.

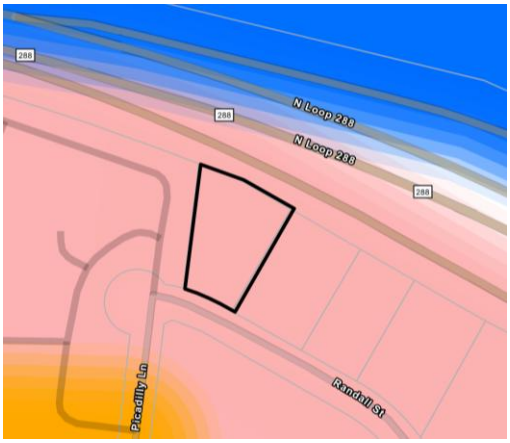
The requested SC district complies with the future land use designation of Community Mixed Use, as discussed further below in 3b, and with the following goals, policies, and action items of the Comprehensive Plan.

> GOAL LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.
>
> Action Item 2.2.2: Revise zoning districts for consistency with future land use designations.
>
> Policy Item 3.2: Ensure the development of new workplaces that are close to and complement surrounding residential, civic, and recreational land uses.
>
> GOAL FEV-2: Improve the City's job-to-worker ratio by increasing the number of jobs available to the resident workforce and local graduates.

The proposed rezoning from MN to SC district provides less residential and slightly more commercial development opportunities, increases workforce opportunities, and supports adjacent residential uses with residential-serving uses (i.e. restaurants, retail, and personal service uses) designed to be compatible with the Loop 288 frontage.

b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

Per the Future Land Use Map in the Comprehensive Plan, the subject property is designated as Community Mixed Use (see image below and provided as Exhibit 5). The description for the Future Land Use designation is provided below.



Community Mixed Use Future Land Use Description:

"Promotes a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. Examples include residential units over commercial uses or a wider array of economically viable uses to replace obsolete uses such as former car sales lots and vacated big box stores. Such areas also may represent opportunities for higher density and mixed housing types, without impacting, nearby single-family neighborhoods."

Both the existing MN zoning district and the proposed SC district could be consistent with the Community Mixed Use Future Land Use designation; however, the proposed SC district prioritizes commercial uses, prohibiting lower-density residential uses, such as single-family detached dwellings, which would be inappropriate in this area.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

Any future development on this site will comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, access, parking, tree preservation, landscaping, screening, and buffering.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. If the proposed rezoning to SC district is approved, prior to any future development of the site, a detailed site plan and engineering plan review will be required to verify compliance with all applicable DDC standards.

5. *Compliance with Other Applicable Regulations*

If the proposed rezoning to SC district is approved, prior to any future development of the site, a detailed review will be conducted to ensure compliance with other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

There are no interlocal or development agreements for the subject property.

7.*Minimizes Adverse Environmental Impacts*

There are no ESAs or FEMA floodplain on the subject property. Prior to development, a Tree Survey and Preservation Plan and a detailed drainage review will be required.

8. *Minimizes Adverse Impacts on surrounding Property*

The property immediately to the east is split-zoned MN and Suburban Corridor (SC) and is concurrently pursuing a zoning change to straight SC zoning. Property further east of the adjacent lot is similarly zoned SC and is actively undergoing development review for commercial uses. Therefore, this request will minimize adverse impact on property to the east as it will provide a seamless zoning designation for the block, ensuring consistent design and dimensional standards are applied to all of the lots fronting Loop 288 and Randall Street. Existing and proposed multifamily uses are to the west and south of the subject site. This proposal minimizes adverse impacts on this property by minimally changing the allowed uses; the same or similar standards for compatibility buffers, lighting, etc. would apply under SC as apply today under MN zoning.

Nonetheless, any development of the subject property would be subject to the City's landscaping, tree preservation, and drainage criteria. A Traffic Impact Analysis, reviewed by the City Traffic Engineer, is also required for developments that meet the criteria set forth in the City of Denton Design Criteria Manual where a significant increase in traffic is proposed.

9. *Minimizes Adverse Fiscal Impacts*

The requested rezoning and proposed commercial use are expected to general a net general fund impact of $755,800 over the next 40 years. Therefore, the request is expected to minimize adverse fiscal impact to the City. See Exhibit 10 for the analysis summary.

10. *Compliance with Utility, Service, and Improvement Standards*

All future development of the subject site will be reviewed to ensure compliance with all utility, service, and improvement standards.

11. *Provides Adequate Road Systems*

The subject property has frontage on the Loop 288 Service Road, a TXDOT roadway, and on Randall Street, a residential street per the 2022 Mobility Plan. A Traffic Impact Analysis was submitted and reviewed for the proposed rezoning. When developed, the

site must comply with all applicable standards for drive approaches, driveways, and cross connectivity.

12. *Provides Adequate Public Services and Facilities*

A 15-inch sanitary sewer line and 12-inch water line parallel the property to the west, with the water line turning to the east and continuing in the Randall Street right-of-way. All development shall comply with access, open space, and fire requirements.

13. *Rational Phasing Plan*

There is no phasing plan associated with the zoning change request.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

a. *The proposed rezoning is consistent with the Comprehensive Plan.*

As discussed in criterion 3 above, the SC district is consistent with the Future Land Use designation and the goals, policies, and actions of the Comprehensive Plan.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).

There is no small area plan approved for this site.

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

Pursuant to Subsection 3.4.1A of the Denton Development Code:

> The SC district is intended to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors. The SC district provides elevated building and landscape design, buildings oriented to the street, and appropriate buffering from adjacent neighborhoods. While the SC district is primarily auto-oriented, it provides a safe environment for pedestrians and cyclists.

The proposed rezoning is consistent with the purpose statement of the SC district as the subject site is located within a commercial block at the corner of a Freeway and Primary Arterial roadway, as designated by the City's Mobility Plan, just north of a residential area with multifamily uses. The subject site has double-frontage on Loop 288 and Randall Street, a residential roadway, as designated by the Mobility Plan. While it is anticipated that the majority of users will access the site by car, the City's site design criteria also recognize that it is important that the site be safely designed for pedestrians and cyclists accessing the site from nearby residences, so sidewalk improvements and bicycle parking will be required of any future development.

d. There have been or will be significant changes in the area to warrant a zoning change.

There have not been any significant changes in the area to warrant a zoning change. As discussed in criterion 3 above, both the current MN zoning and proposed SC zoning are appropriate in this area.

e. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

The proposed SC zoning is not expected to create adverse impacts to surrounding property. As discussed above, the property immediately to the east is similarly seeking the SC zoning and properties farther east are already zoned SC. Property to the south and west contains multifamily uses. The SC zoning district allows for more auto-oriented uses such as offices, auto-wash and auto-repair but is not expected to adversely impact adjacent multifamily as the variety of permitted uses in SC would offer nearby services, shopping, and employment opportunities for residents.

f. *Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.*

Water and Wastewater
A 15-inch sanitary sewer line and 12-inch water line parallel the property to the west, with the water line turning to the east and continuing in the Randall Street right-of-way. Additionally, water and wastewater tap and impact fees will be based upon the intensity of the development and are required to be paid during permitting.

Roadways
Loop 288 is a TXDOT roadway and any improvement in the right-of-way will require review and approval by TXDOT. Roadway impact fees, which would be paid at the time of any future development, are determined using a proportionality calculation based on the proposed uses and projected vehicle trips. These fees will be assessed based on plans submitted and are used to make roadway system improvements related to the Mobility Plan.

[continued on next page]

g. *There was an error in establishing the current zoning district.*



The current zoning district was not assigned in error; however, the transition of zoning in the area has not aligned with the manner in which the area has been subdivided, creating a block that is split zoned with MN and SC zoning. While not impossible, developing a commercial block with these two zoning districts adjacent is difficult as the MN zoning district requires that buildings be pulled close to the street to create a pedestrian atmosphere, while the SC zoning district allows buildings to be pushed back and sites to be designed with front drive aisles. Providing cross-connectivity between the sites is therefore a challenge and the requested rezoning can be reasonably expected.

Furthermore, the MN zoning district is not appropriate for commercial uses fronting on a Freeway service road, as the site design elements would create an unsafe environment that would encourage pedestrian activity along the Freeway while vehicular traffic would be focused on the residential street by nature of the site layout. In this particular location, SC allows for a safer design, pulling the building back from the Loop 288 right-of-way.

Project Narrative

The purpose of this Zoning Change Request is to rezone the subject property, located at the southwest quadrant of N Loop 288 and E Sherman Drive, from **Mixed-Use Neighborhood (MN)** to **Suburban Corridor (SC)**. The purpose of the rezoning is to allow commercial development in line with SC standards and consistent with the character of adjacent and proposed development along N Loop 288.

This rezoning request was recommended due to the split zoning on the original lot addressed in the Pre-Application Conference. Approval of this request will align the site under one consistent zoning category and support cohesive commercial development.

Our proposed project meets the **General Criteria for Approval** outlined in **DDC Section 2.4.5E** by:

- Being consistent with the goals and policies of the City's Comprehensive Plan.
- Being compliant with the Denton Development Code and other applicable city regulations.
- Minimizing adverse environmental impacts, impacts on surrounding property, and fiscal impacts.
- Complying with utility, service, and improvement standards.
- Providing adequate road systems and public services/facilities.
- Promoting orderly and compatible development within the community.
- Providing a high-quality commercial use that serves both nearby neighborhoods and the greater Denton area.
- Supporting economic development and job creation within the city.

Additionally, our proposal meets the **Specific Criteria for Approval** outlined in **DDC Section 2.7.2D** by:

- The proposed rezoning is consistent with the Comprehensive Plan.
    - Our property falls within the Community Mixed Use land use category, which is consistent with SC Zoning.
- The proposed rezoning is consistent with relevant Small Area Plan(s).
    - This is not applicable in our case, as we are not located within Small Area Plan.
- The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts;

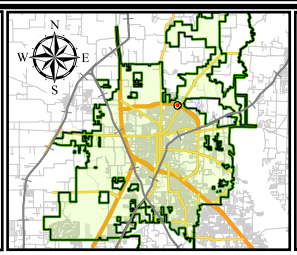
    - The proposed rezoning is consistent with the purpose statement of the Suburban Corridor zoning district, as this is a high-traffic corridor.
- There have been significant changes in the area to warrant a zoning change.
    - There has been significant commercial development at this intersection over the past 5 years, and this zoning change will provide consistency with the adjacent commercial properties.
- The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
    - Yes, the zoning change will not create any adverse impacts on surrounding properties.
- Public facilities and services are available to adequately serve the subject property while maintaining adequate service levels to existing development.
    - Yes, after meetings with the city, public facilities and services are available to adequately serve our property and development.
- There was an error in establishing the current zoning.
    - Not Applicable.

Approval of this request will allow the subject property to be developed in a manner that aligns with the City's long-term vision for this corridor while providing a desirable dining option with convenient drive-thru pickup service.

Z25-0012
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

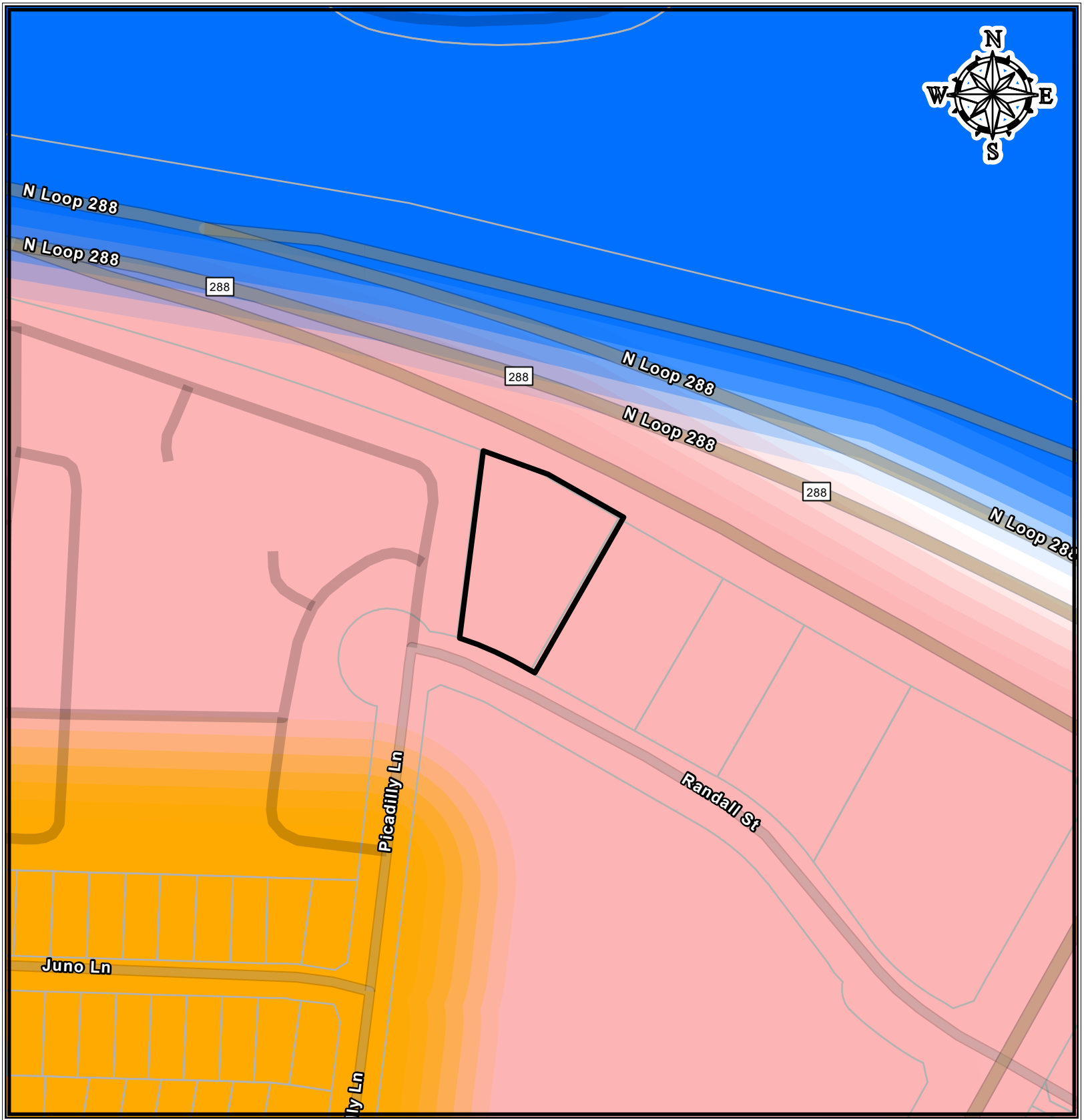


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CITY OF DENTON
Development Services • GIS
Date: 8/21/2025

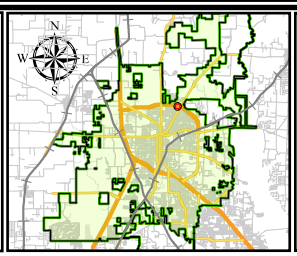
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Z25-0012
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location

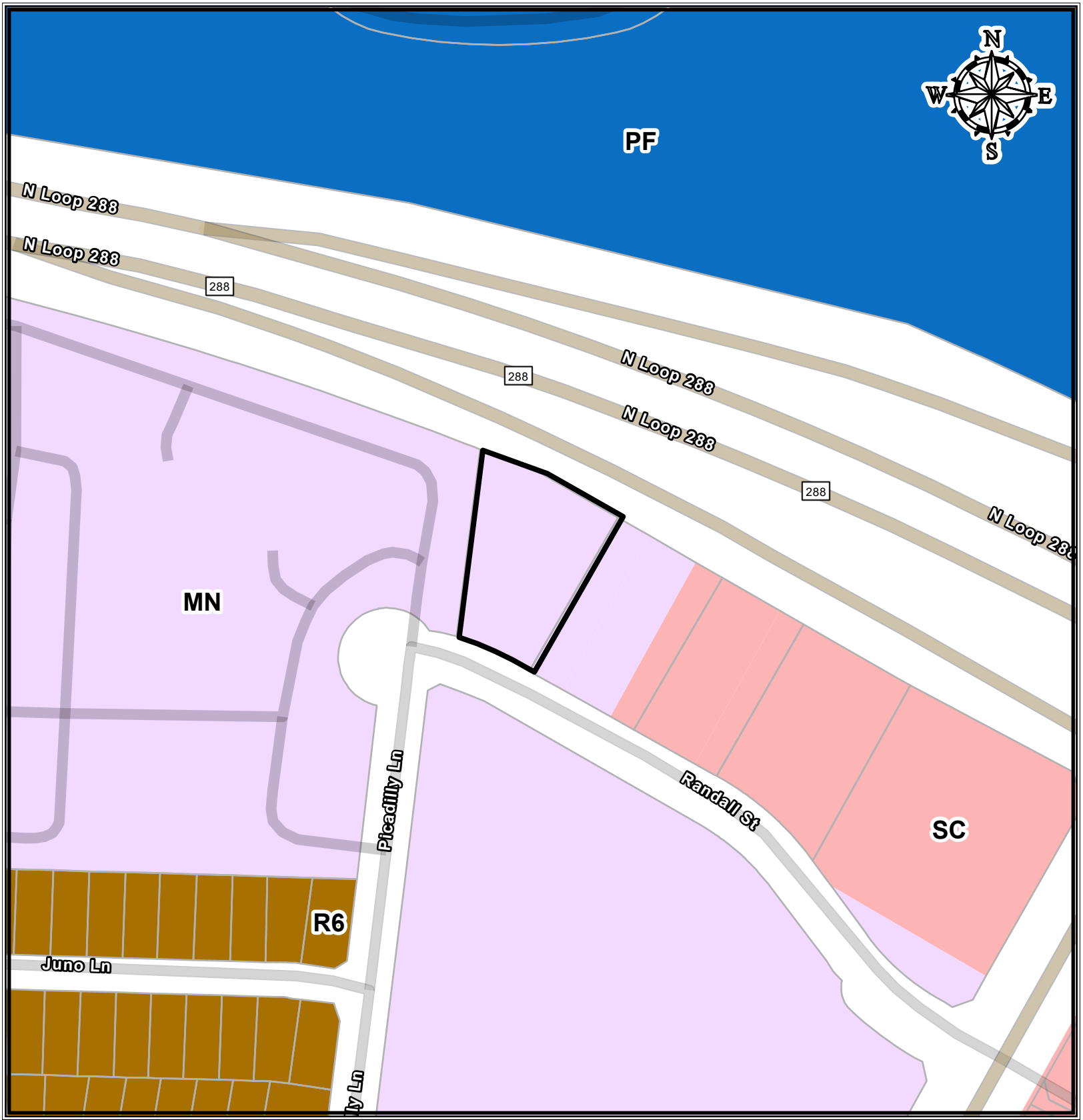


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Development Services • GIS
Date: 8/21/2025

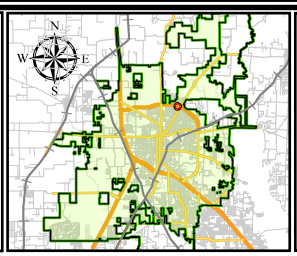
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Z25-0012
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

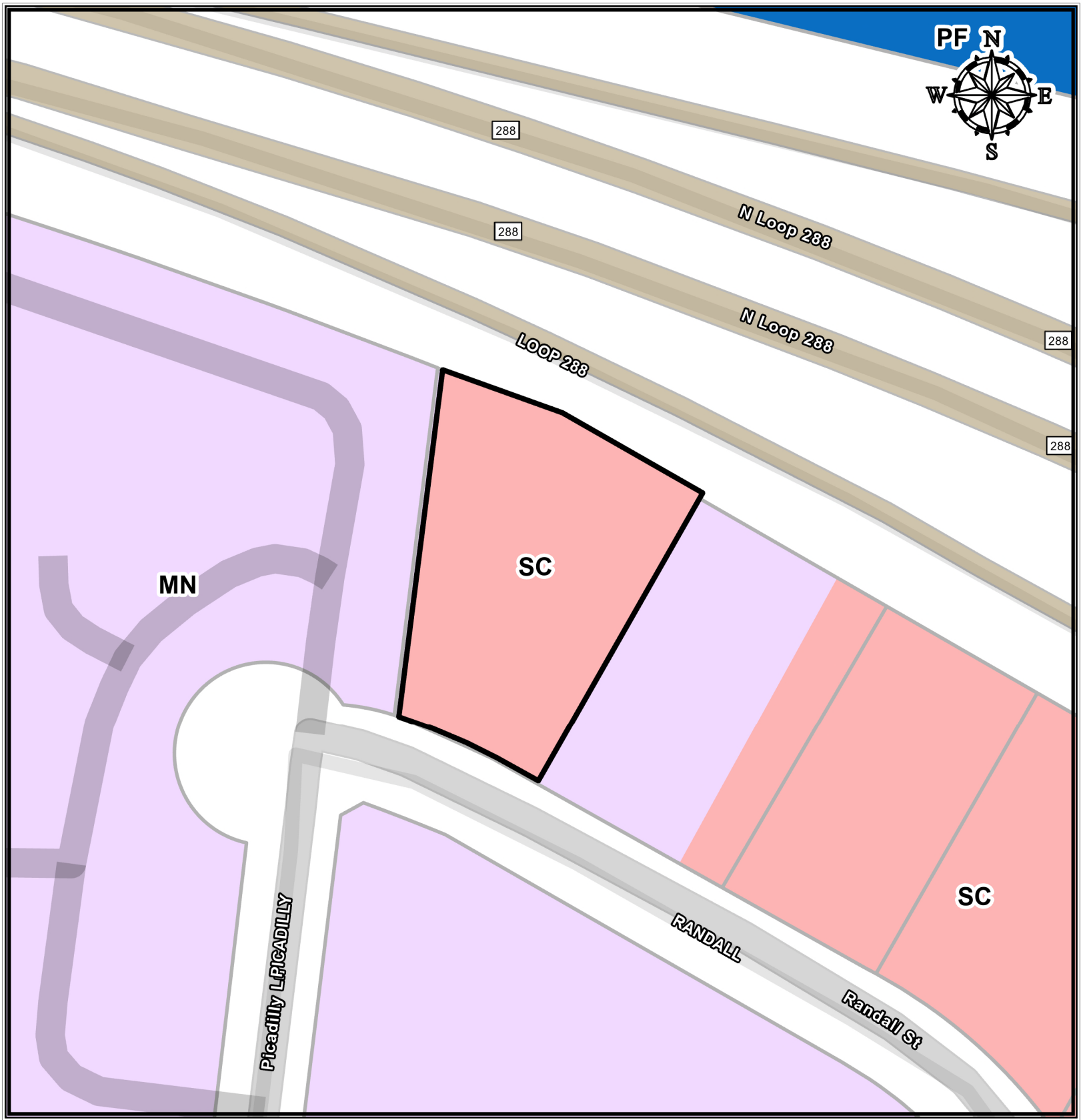


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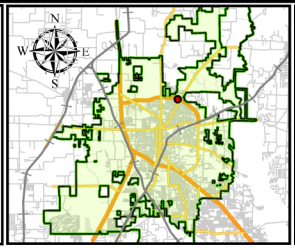
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Z25-0012
Proposed Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



0 25 50 100 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/8/2025

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Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3IJ
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	

Table 5.2-A: Table of Allowed Uses

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	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
School, Charter	P	P+	P+	P+	P+	P+	P+	P	P	P	P	P	P	P+	P+	P	5.3.4J
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G

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	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+				5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

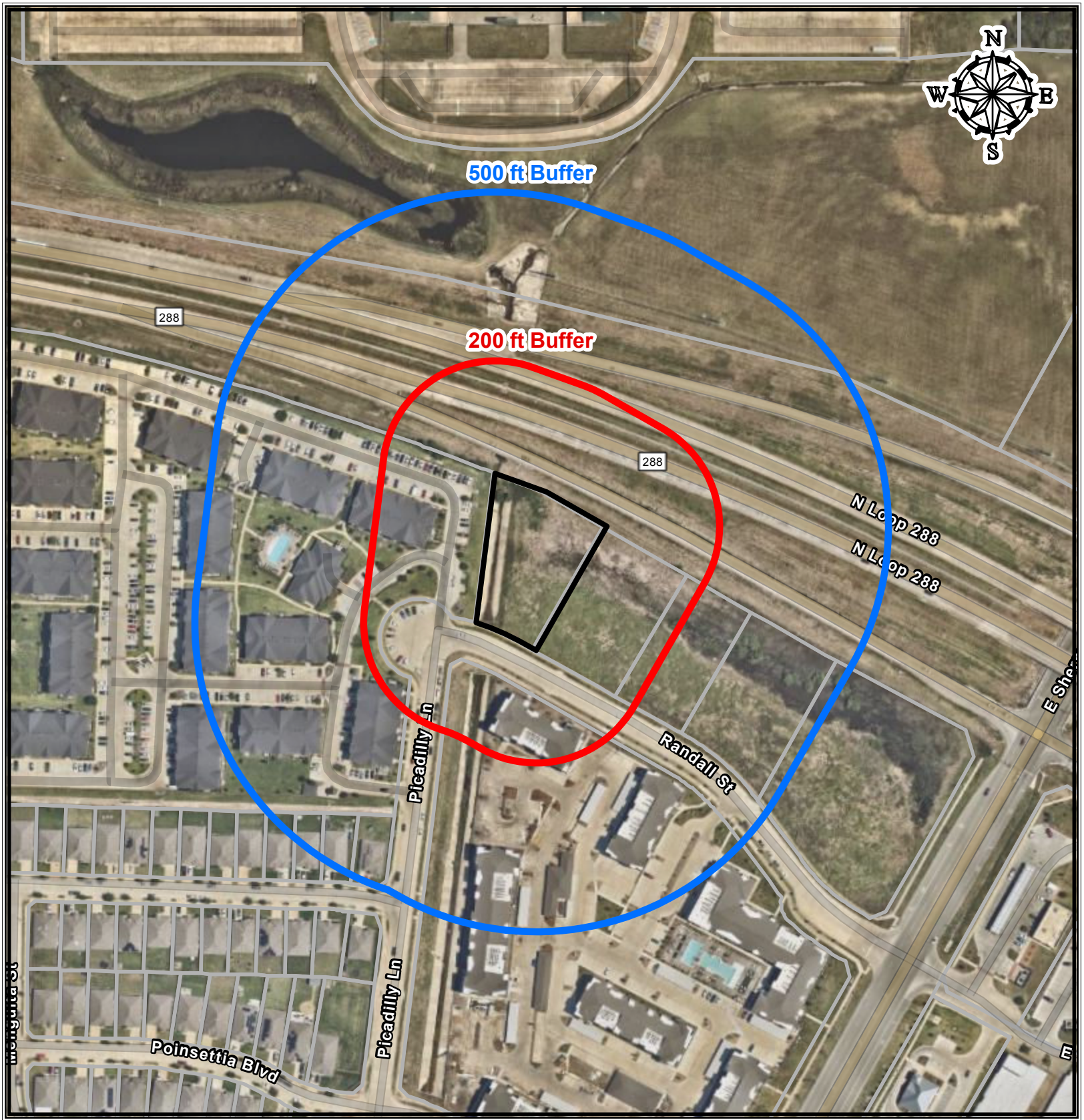
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage (as a Primary Use)														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6F.1
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6G.4.a

Table 5.2-A: Table of Allowed Uses

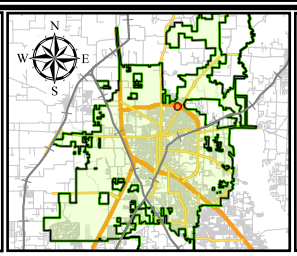
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	05.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4D.1
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

Z25-0012
Notification Map



Parcels Standalone



0 65 130 260 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/21/2025

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

FISCAL SUMMARY

CITY OF **DENTON**

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$215,500
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$412,600
Net New Resident + New Commuters Retail Sales Tax Revenue	$0
OTHER TAXES (Mixed Beverage)	$368,600
LICENSE & PERMITS	
Zoning Fees	$7,800
Building Permits	$0
Certificate of Occupancy	$0
Beer & Wine Permits	$27,300
SERVICE FEES	
Restaurant Inspections	$13,700
Grocery Store Inspections	$0
Swimming Pool Inspections	$0
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$9,400
Plan Review Fees	$700

Expenses	40 Year Total
Neighborhood	($77,600)
Public Safety	($150,600)
Transportation	($6,500)
Admin & Community Services	($65,100)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$1,532,000
Water Charge	$99,600
Wastewater Charge	#N/A
Drainage Charge	$20,600
Solidwaste Charge	$439,600
WATER IMPACT FEE	$0
WASTEWATER IMPACT FEE	$0
TOTAL ROADWAY IMPACT FEE	#N/A
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$0

New Residents From Residential



0

New Workers From Non-Residential *

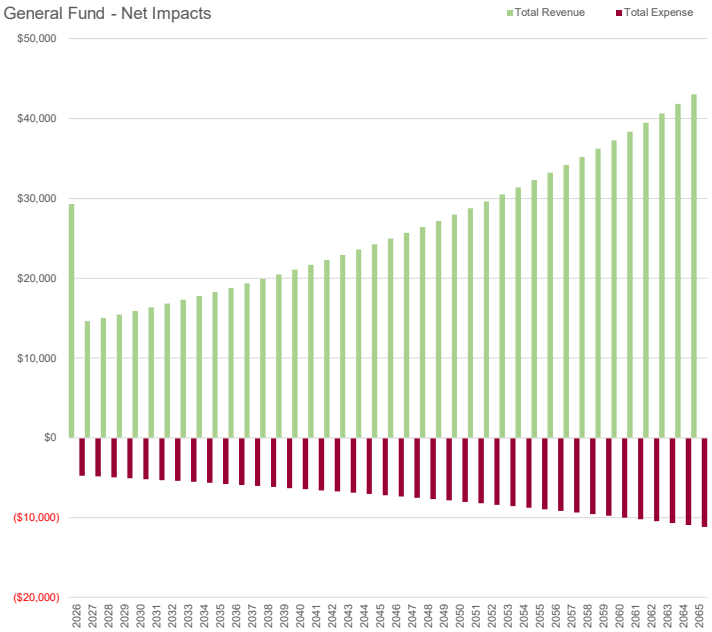


7

* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$1,055,600	-$299,800	$755,800



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM MIXED USE NEIGHBORHOOD (MN) ZONING DISTRICT TO SUBURBAN CORRIDOR (SC) ZONING DISTRICT ON APPROXIMATELY 1 ACRE OF LAND GENERALLY LOCATED SOUTH OF LOOP 288 SERVICE ROAD AND NORTH OF RANDALL STREET, APPROXIMATELY 800 FEET WEST OF E. SHERMAN DRIVE, IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z25-0012a)

WHEREAS, the applicant, Vaquero Loop 288 Partners, LP, requested to rezone approximately 1 acre of land from Mixed Use Neighborhood (MN) zoning district to Suburban Corridor (SC) zoning district, legally described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter, the "Subject Property"); and

WHEREAS, on September 24, 2025, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [4-0] of the request; and

WHEREAS, on October 14, 2025, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed zoning district change is in the best interest of the health, safety, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to Suburban Corridor (SC) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by a fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzie Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

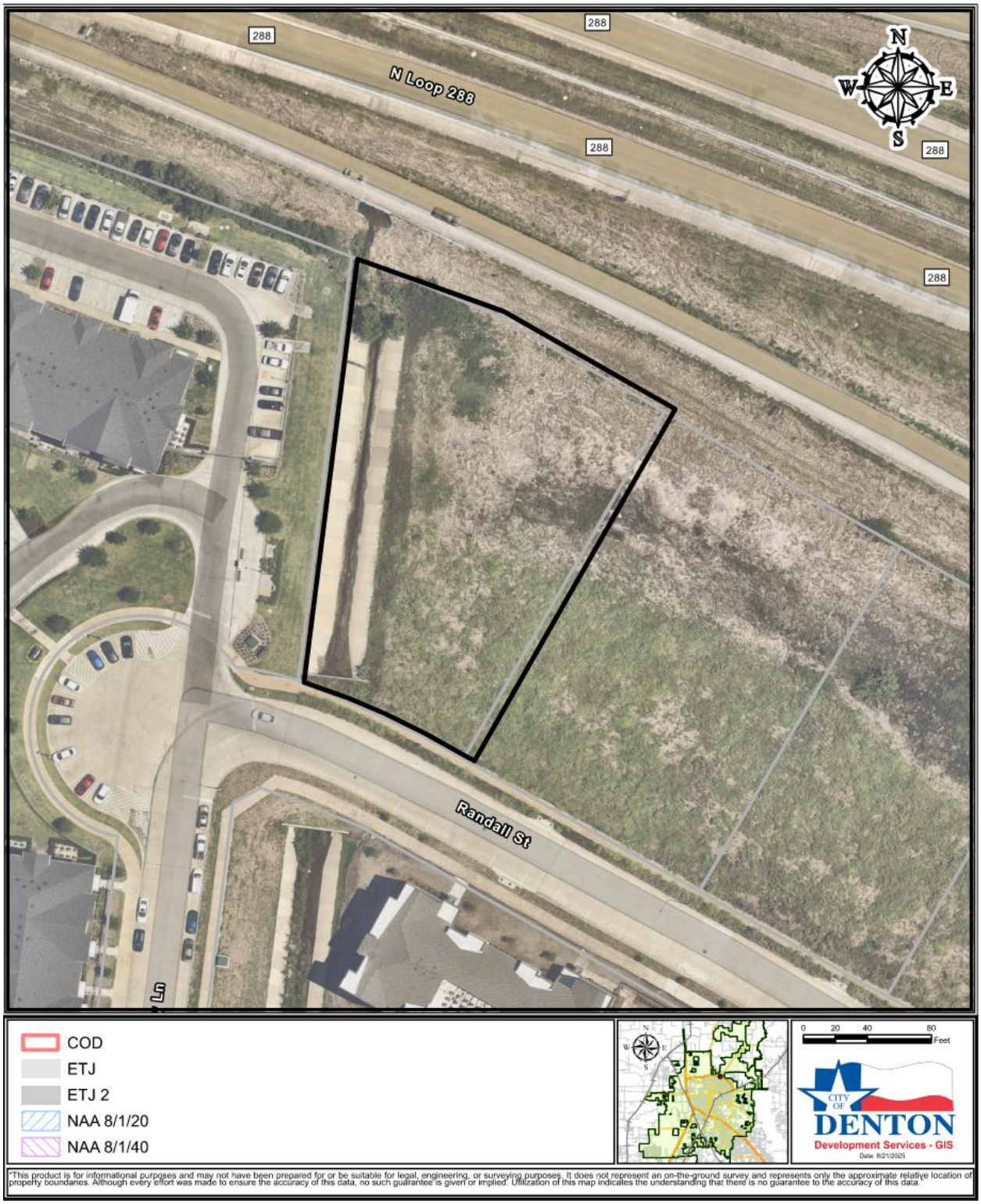
BY: Hilary McMahon _____

Exhibit A
Legal Description

Lot 5, Block A, Sherman Crossing Addition, Phase I, according to the Final Replat recorded as Instrument No. 2025-295, Plat Records of Denton County, Texas

Exhibit B

Subject Property Map



Z25-0012a & Z25-0016a

Erin Stanley

Assistant Planner

October 14, 2025

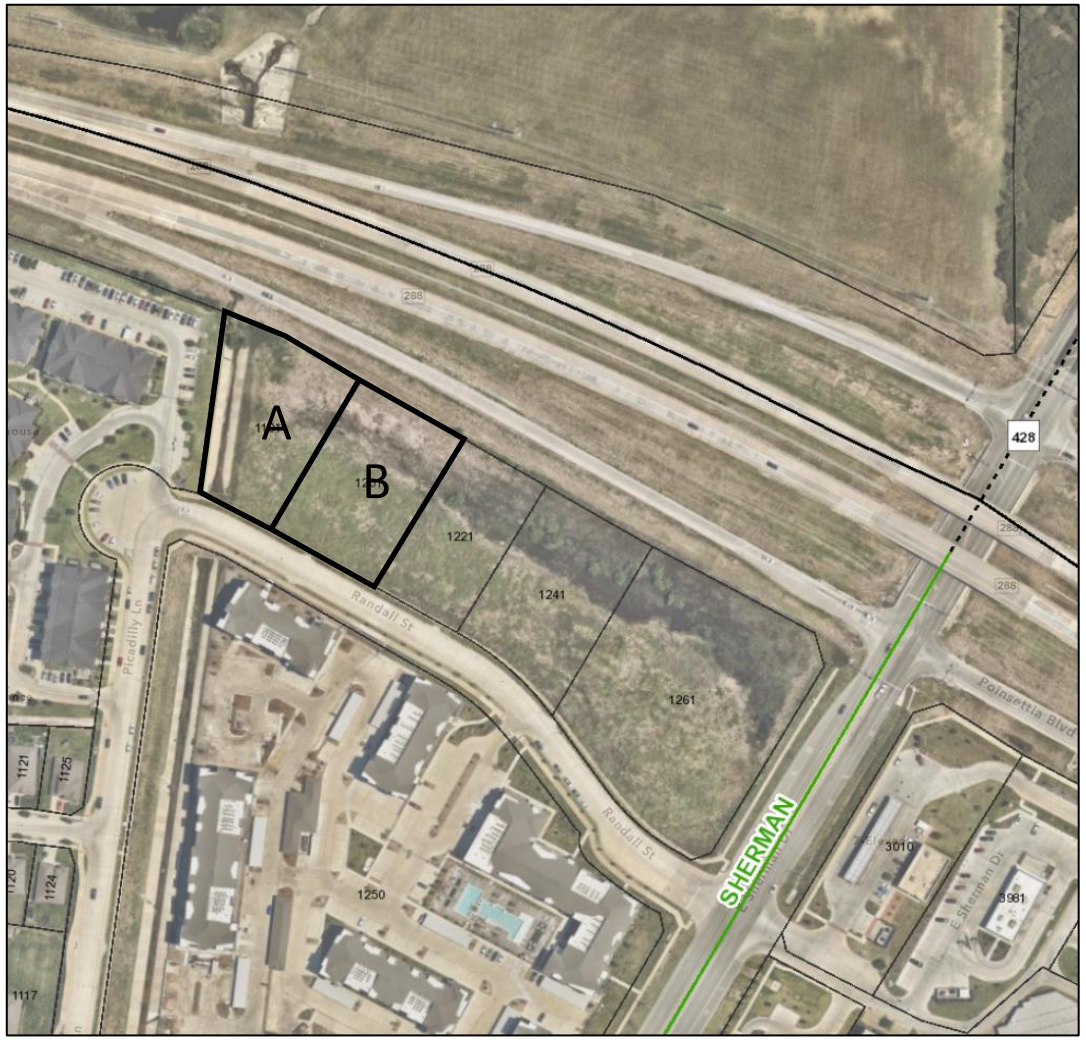
CITY OF DENTON

Request

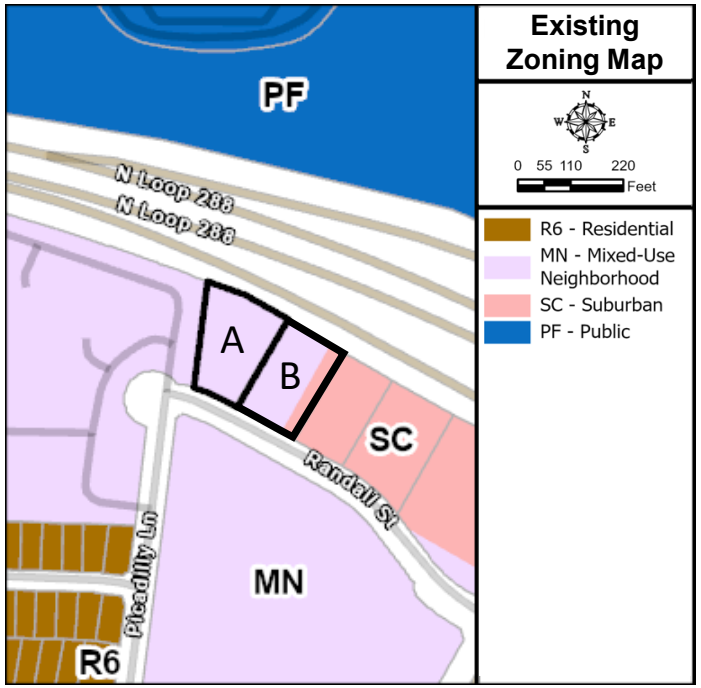
Request: Rezone from Mixed Use Neighborhood (MN) to Suburban Corridor (SC)

- Z25-0012 (A)
- Z25-0016 (B)
- Generally located south of Loop 288 Service Road and north of Randall Street, west of E. Sherman Drive

Purpose: Facilitate development commercial uses consistent with adjacent existing zoning

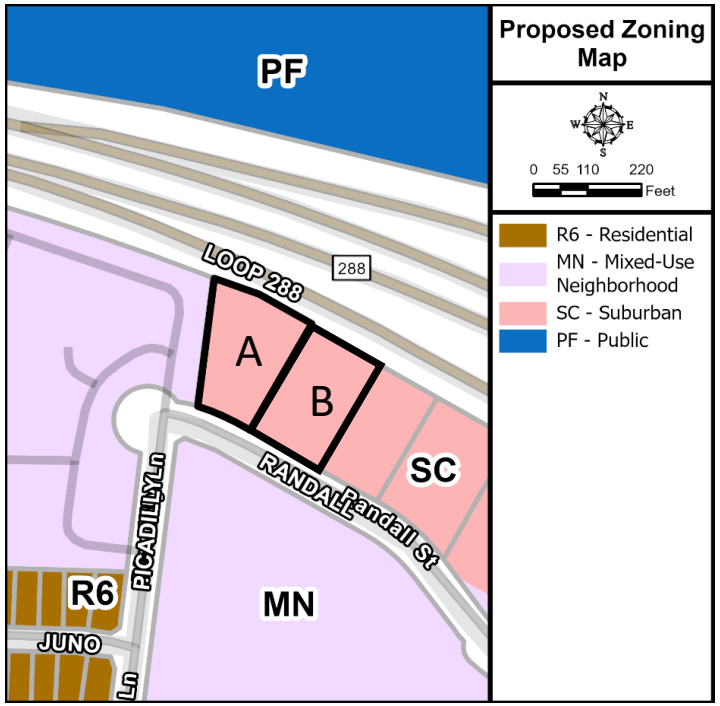


Current Zoning (MN)



- **Pedestrian-oriented** residential and commercial, office and retail uses
- **Maximum building setback of 10-15’ from Loop 288**
- 10’ front setback

Requested Zoning (SC)



- **Auto-oriented** commercial, office, and retail uses
- No maximum building setback from Loop 288
- 20’ front setback
- 5’ side yard setback
- 10’ rear yard setback

Criteria for Approval – DDC 2.4.5E and 2.7.2D

Summary:

- ✓ Proposed zoning is consistent with the SC purpose statement.
- ✓ Proposal is generally consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Development plans will be required and must comply with all DDC and other criteria.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. **Consistent with the Comprehensive Plan and Other Applicable Plans**
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. **Minimizes Adverse Environmental Impacts**
8. **Minimizes Adverse Impacts on surrounding Property**
9. **Minimizes Adverse Fiscal Impacts**
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

a. **The proposed rezoning is consistent with the Future Land Use Map designation.**
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. **The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.**
d. There have been or will be significant changes in the area to warrant a zoning change.
e. **The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.**
f. **Public facilities and services are available** to adequately serve the subject property while maintaining adequate level of service to existing development.
g. **There was an error in establishing the current zoning district.**

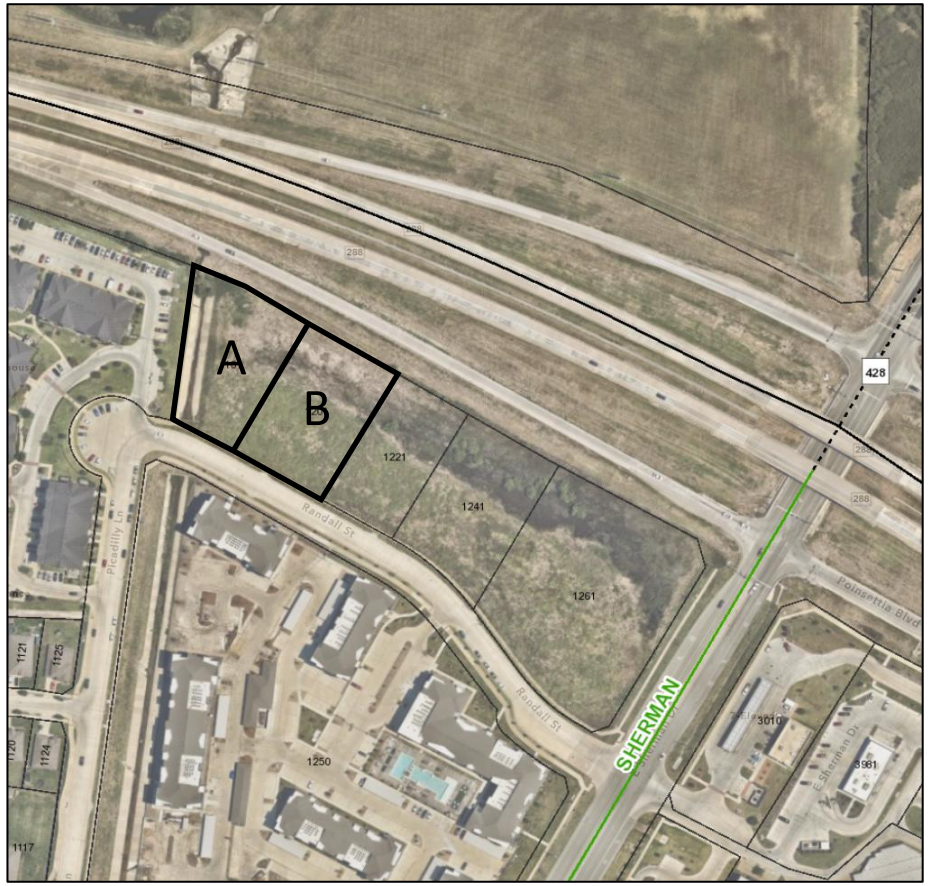
Consistency with SC Purpose Statement

Per Subsection 3.4.1A, SC shall:

- Provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors
- Provide elevated building and landscape design
- Be primarily auto-oriented, but provide a safe environment for pedestrians and cyclists

✓ **Located within a commercial block at the corner of a Freeway and Primary Arterial roadway**

✓ **Development standards will require safe and accessible design for pedestrians and cyclists**



Denton 2040 Comprehensive Plan

FLUM: **Community Mixed Use**

- Promotes a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary

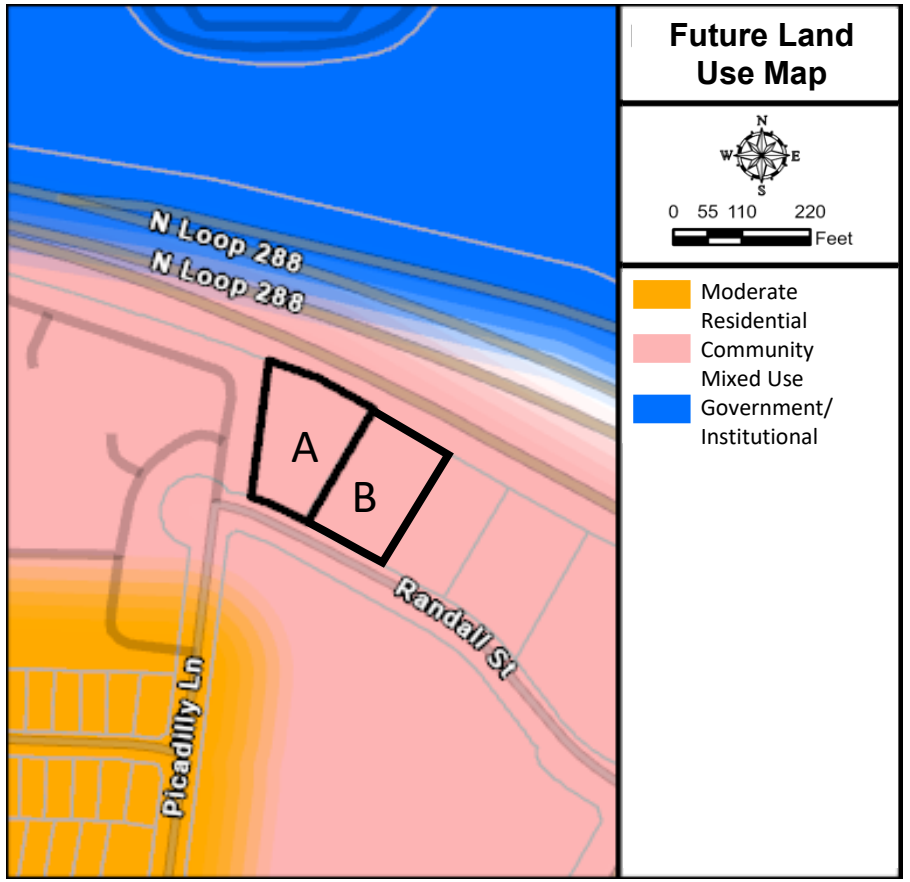
✓ **SC District conforms** to FLUM goals and purpose

GOAL LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned **in coordination with transportation and infrastructure systems.**

Action Item 2.2.2: Revise zoning districts for consistency with future land use designations.

Policy Item 3.2: Ensure the development of **new workplaces that are close to and complement surrounding residential**, civic, and recreational land uses.

GOAL FEV-2: Improve the City's job-to-worker ratio by increasing the number of jobs available to the resident workforce and local graduates.



Z25-0012a Notification

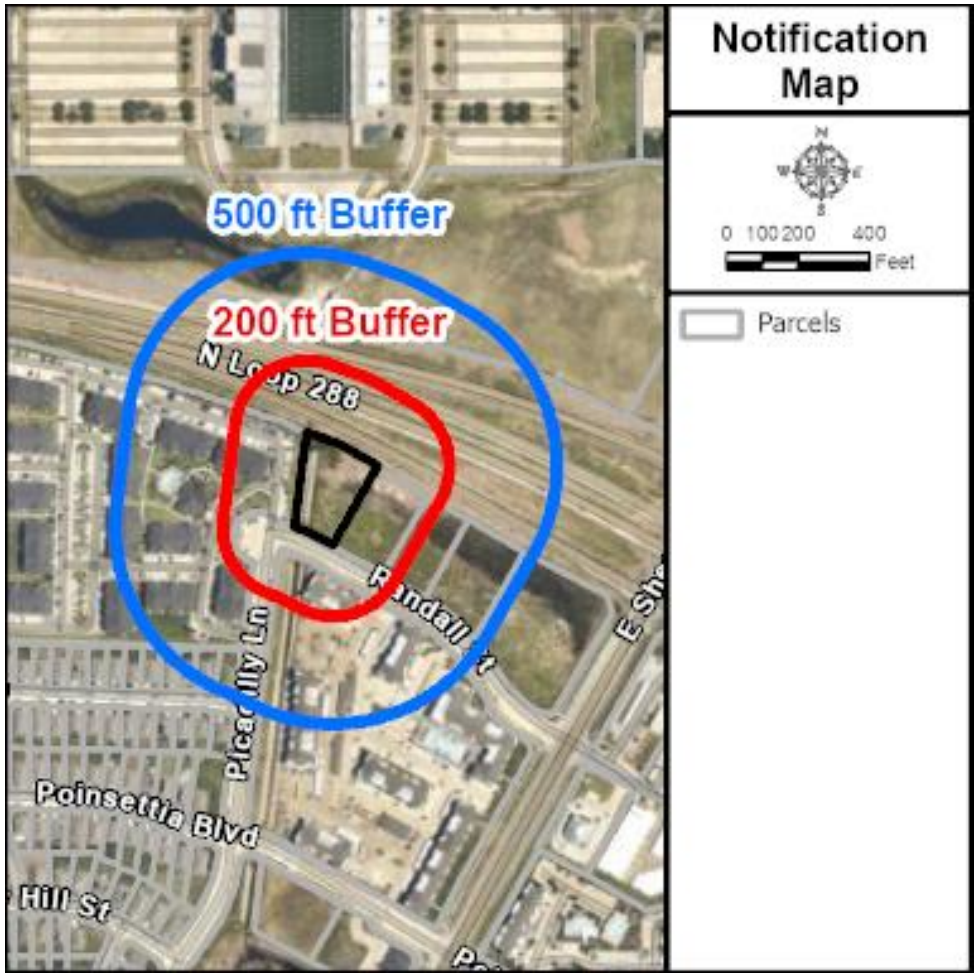
City website posted: September 5 and September 25, 2025
Newspaper posted: September 7 and September 27, 2025
Property posted: September 11, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 4
- 500 ft. Courtesy Notices mailed: 256

Responses:

- In Opposition: 0
- In Favor: 0
- Neutral: 0

The applicants held a virtual meeting for property owners and residents on Monday, September 22, 2025



Z25-0016a Notification

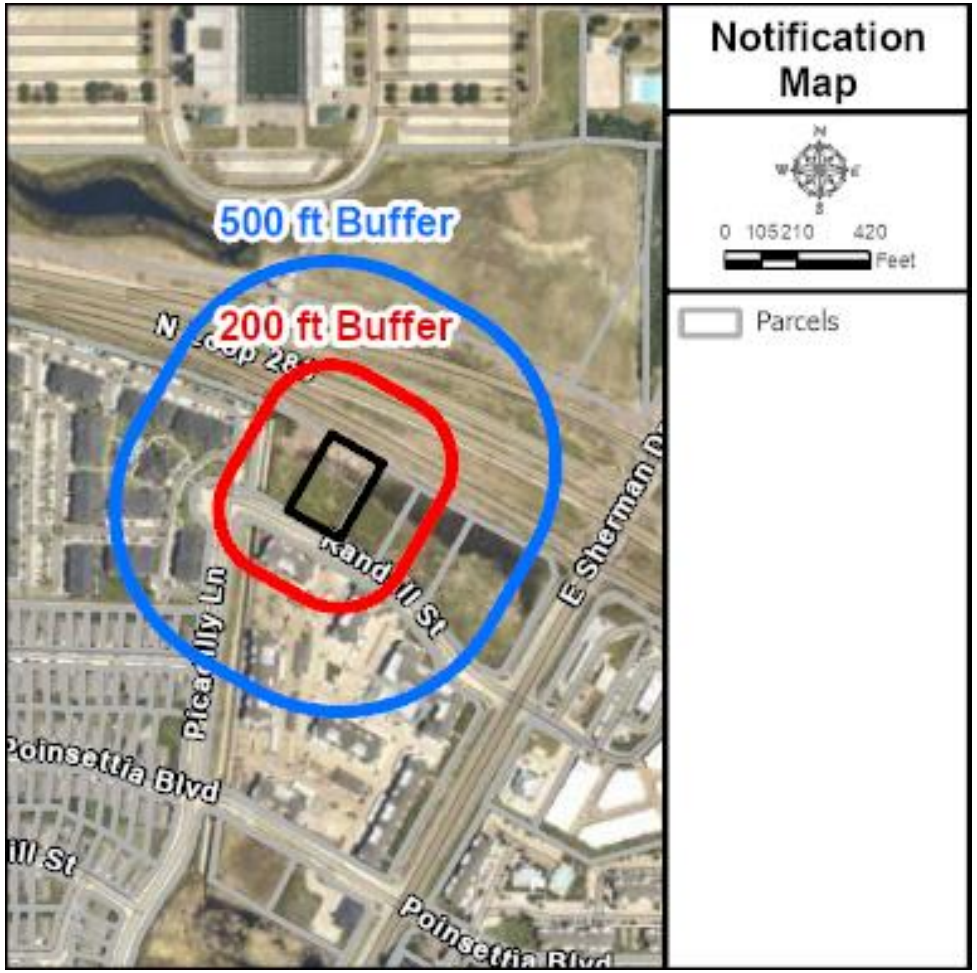
City website posted: September 5 and September 25, 2025
Newspaper posted: September 7 and September 27, 2025
Property posted: September 14, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 4
- 500 ft. Courtesy Notices mailed: 146

Responses:

- In Opposition: 0
- In Favor: 0
- Neutral: 0

No community meeting was held by the applicants.



Recommendation

The Planning and Zoning Commission recommended **approval** [4-0] of both Z25-0012a and Z25-0016a.

Staff recommends **approval** of both Z25-0012a and Z25-0016a as both zoning requests comply with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Zoning Map Amendment.

QUESTIONS?

Erin Stanley
Assistant Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

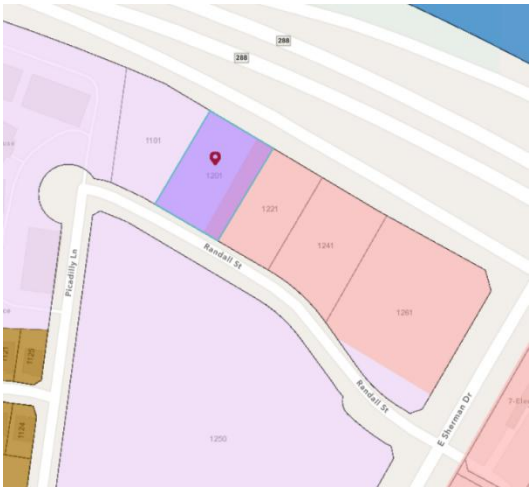
SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification of the portion of Mixed Use Neighborhood (MN) zoning district on an approximately 1 acre lot to Suburban Corridor (SC) zoning district generally located south of Loop 288 Service Road and north of Randall Street, approximately 650 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Garland. (Z25-0016a, CSM Denton Rezone, Erin Stanley) https://dentontx.new.swagit.com/videos/356584?ts=2926

BACKGROUND

The subject property was annexed into the City of Denton in 1982 and assigned the placeholder zoning designation of Agriculture (A) before being rezoned to Planned Development at the same meeting. This zoning was changed to Neighborhood Regional Mixed Use (NMRU) and Commercial Mixed Use General (CM-G) with the adoption of the 2002 Development Code since development had not occurred under the previous PD. The NRMU zoning transitioned to Mixed Use Neighborhood (MN) and CM-G zoning transitioned to Suburban Corridor (SC) with the adoption of the 2019 Denton Development Code.

The 0.9973-acre lot is currently undeveloped. In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. Earlier this year, a replat was approved to further subdivide the addition. Today, the subject property is platted as Lot 4, Block A, Sherman Crossing Addition Phase 1.



The property is bordered to the north by the Loop 288 Service Road, a TXDOT roadway, and to the south by Randall Street, a City of Denton residential street. The property immediately to the west is similarly zoned MN and is concurrently pursuing a zoning change to SC zoning. The property to the east of the subject lot is zoned SC and is actively undergoing development review for commercial uses.

PLANNING AND ZONING COMMISSION

On September 24, 2025, the Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the zoning change. The applicant was available during the public hearing to answer

questions from the Commission. No other members of the public spoke during the public hearing, and no questions were asked by the Commission.

OPTIONS

1. Approval
2. Denial
3. Postpone Item

RECOMMENDATION

The Planning and Zoning Commission held a public hearing and voted [4-0] to recommend approval of the zoning change.

Staff recommends approval of the rezoning of the portion of Mixed Use Neighborhood (MN) district on approximately 1 acre of land to Suburban Corridor (SC) district as it complies with the criteria in Subsection 2.4.5.E of the Denton Development Code for approval of all applications, and Subsection 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
January 12, 1982	City Council	Annexation into City Limits (1982-007)	Approved
January 12, 1982	City Council	Rezone to Planned Development (1982-008)	Approved
February 5, 2002	City Council	Rezone to NRMU and CM-G (2002-040)	Approved
October 12, 2016	Planning and Zoning Commission	Plat (FP16-0021)	Approved
September 24, 2025	Planning and Zoning Commission	Rezone to SC	Recommended Approval

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- A total of four (4) notices were mailed out to property owners within 200 feet of the subject property, and one hundred and forty-six (146) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received no written responses to this request in opposition or support.

- A notice was published on the City's website on September 5, 2025 and September 25, 2025

- A notice was published in the Denton Record Chronicle on September 7, 2025 and September 27, 2025.

- Three signs were posted on the subject property on September 14, 2025.

- As of the writing of this report, no community engagement has been conducted.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Fiscal Impact Summary
Exhibit 11 - Draft Ordinance
Exhibit 12 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Acting Planning Director

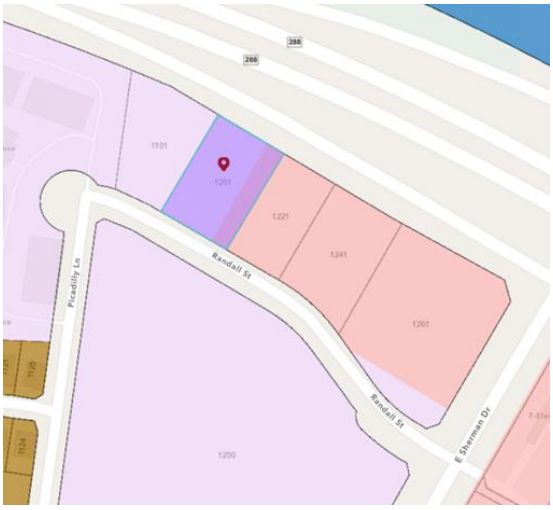
Prepared by:
Erin Stanley
Assistant Planner

Planning Staff Analysis
Z25-0016a / CSM Denton Rezone
City Council District #2

REQUEST:
Rezone approximately the portion of Mixed Use Neighborhood (MN) zoning district on an approximately 1 acre lot to Suburban Corridor (SC) zoning district, generally located south of Loop 288 Service Road and North of Randall Street, approximately 800 feet west of E. Sherman Drive, in the City of Denton, Denton County, Texas.

STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of the portion of MN district on an approximately 1 acre lot to SC district as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:
The 0.9973-acre lot is currently undeveloped. In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. Earlier this year, a replat was approved to further subdivide the addition. Today, the subject property is platted as Lot 4, Block A, Sherman Crossing Addition Phase 1.



The property is bordered to the north by the Loop 288 Service Road, a TXDOT roadway, and to the south by Randall Street, a City of Denton residential street. The property immediately to the east is zoned SC and is actively undergoing development review for a commercial use. The property immediately to the west is currently zoned MN and is concurrently pursuing a zoning change to straight SC zoning. Farther west of the subject site is zoned MN and is occupied by multifamily use.

An 8-inch sanitary sewer line and 12-inch water line exist south of the subject property in the Randall Street right-of-way, with as 15-inch sanitary sewer line farther to the west. A 20-foot drainage and utility easement exists at the front of the property along the Loop 288 frontage road, and an 8-foot public utility easement exists at the rear of the property along Randall Street. There is no Environmentally Sensitive Area or FEMA Floodplain on the subject site.

SURROUNDING ZONING AND USES:

Northwest: Zoning: Loop 288 Service Road ROW and Public Facilities (PF) Use: DISD Athletic Field	North: Zoning: Loop 288 Service Road ROW and PF Use: DISD Athletic Field	Northeast: Zoning: Loop 288 Service Road ROW and PF Use: DISD Athletic Field

West: Zoning: Active Rezoning (Z25-0012) from Mixed-Use Neighborhood (MN) to Suburban Corridor (SC) Use: Undeveloped	**SUBJECT PROPERTY**	East: Zoning: SC Use: Mixed Residential
Southwest: Zoning: Randall Street ROW and MN Use: Multifamily	South: Zoning: Randall Street ROW and MN Use: Multifamily	Southeast: Zoning: Randall Street ROW and MN Use: Multifamily

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

The subject property was annexed into the City of Denton in 1982 and assigned the placeholder zoning designation of Agriculture (A) before being rezoned to Planned Development (PD-39) at the same meeting. This zoning was changed to Neighborhood Regional Mixed Use (NMRU) and Community Mixed Use Employment (CM-E) with the adoption of the 2002 Development Code because no development had occurred with the earlier PD and this transitioned to Mixed Use Neighborhood (MN) and Suburban Corridor (SC) accordingly with the adoption of the current Denton Development Code in 2019.

In 2016, a plat was approved for the subject property as part of Sherman Crossing Addition Phase 1. On April 15, 2025, a replat was approved to further subdivide the

addition. Today, the subject property is platted as Lot 4, Block A, Sherman Crossing Addition Phase 1. This rezoning does not conflict with any prior approvals.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

   The decision–making authority:

   a. Shall weigh competing goals, policies, and strategies.

   Staff has not identified any competing goals, policies, or strategies pertinent to this rezoning request.

   The requested SC district complies with the future land use designation of Community Mixed Use, as discussed further below in 3b, and with the following goals, policies, and action items of the Comprehensive Plan.

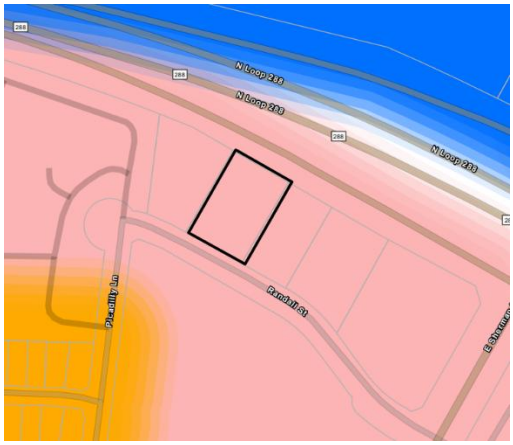
   > GOAL LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.
   >
   > Action Item 2.2.2: Revise zoning districts for consistency with future land use designations.
   >
   > Policy Item 3.2: Ensure the development of new workplaces that are close to and complement surrounding residential, civic, and recreational land uses.
   >
   > GOAL FEV-2: Improve the City's job-to-worker ratio by increasing the number of jobs available to the resident workforce and local graduates.

   The proposed rezoning from MN to SC district provides less residential and slightly more commercial development opportunities, increases workforce opportunities, and supports adjacent residential uses with residential-serving uses (i.e. restaurants, retail, and personal service uses) designed to be compatible with the Loop 288 frontage.

   b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

   Per the Future Land Use Map in the Comprehensive Plan, the subject property is designated as Community Mixed Use (see image below and provided as Exhibit 5). The description for the Future Land Use designation is provided below.

[continued on next page]



Community Mixed Use Future Land Use Description:

"Promotes a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. Examples include residential units over commercial uses or a wider array of economically viable uses to replace obsolete uses such as former car sales lots and vacated big box stores. Such areas also may represent opportunities for higher density and mixed housing types, without impacting, nearby single-family neighborhoods."

Both the existing MN zoning district and the proposed SC district could be consistent with the Community Mixed Use Future Land Use designation; however, the proposed SC district prioritizes commercial uses, prohibiting lower-density residential uses, such as single-family detached dwellings, which would be inappropriate in this area.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

Any future development on this site will comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, access, parking, tree preservation, landscaping, screening, and buffering.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. If the proposed rezoning to SC district is approved, prior to any future development of the site, a detailed site plan and engineering plan review will be required to verify compliance with all applicable DDC standards.

5. *Compliance with Other Applicable Regulations*

If the proposed rezoning to SC district is approved, prior to any future development of the site, a detailed review will be conducted to ensure compliance with other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

There are no ESAs or FEMA floodplain on the subject property. Prior to development, a detailed drainage review will be required.

8. *Minimizes Adverse Impacts on surrounding Property*

The property immediately to the east is currently zoned SC and is actively undergoing development review for commercial use. Property to the west is similarly zoned MN and is concurrently pursuing a zoning change to SC zoning. Therefore, this request will minimize adverse impact on adjacent property as it will provide a seamless zoning designation for the block, ensuring consistent design and dimensional standards are applied to all of the lots fronting Loop 288 and Randall Street. Existing and proposed multifamily uses are farther to the west and south across Randall Street of the subject site. This proposal minimizes adverse impacts on this property by minimally changing the allowed uses; the same or similar standards for compatibility buffers, lighting, etc. would apply under SC as apply today under MN zoning.

Nonetheless, any development of the subject property would be subject to the City's landscaping, tree preservation, and drainage criteria. A Traffic Impact Analysis, reviewed by the City Traffic Engineer, is also required for developments that meet the criteria set forth in the City of Denton Design Criteria Manual where a significant increase in traffic is proposed.

9. *Minimizes Adverse Fiscal Impacts*

The requested rezoning and proposed commercial use are expected to general a net general fund impact of $810,300 over the next 40 years. Therefore, the request is expected to minimize adverse fiscal impact to the City. See Exhibit 10 for the analysis summary.

10. *Compliance with Utility, Service, and Improvement Standards*

All future development of the subject site will be reviewed to ensure compliance with all utility, service, and improvement standards.

11. *Provides Adequate Road Systems*

The subject property has frontage on the Loop 288 Service Road, a TXDOT roadway, and on Randall Street, a residential street per the 2022 Mobility Plan. A Traffic Impact Analysis was submitted and reviewed for the proposed rezoning. When developed, the

site must comply with all applicable standards for drive approaches, driveways, and cross connectivity.

12. *Provides Adequate Public Services and Facilities*

An 8-inch sanitary sewer line and 12-inch water line exist south of the subject property in the Randall Street right-of-way, with as 15-inch sanitary sewer line farther to the west. All development shall comply with access, open space, and fire requirements.

13. *Rational Phasing Plan*

There is no phasing plan associated with the zoning change request.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

a. *The proposed rezoning is consistent with the Comprehensive Plan.*

As discussed in criterion 3 above, the SC district is consistent with the Future Land Use designation and the goals, policies, and actions of the Comprehensive Plan.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).

There is no small area plan approved for this site.

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

Pursuant to Subsection 3.4.1A of the Denton Development Code:

> The SC district is intended to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors. The SC district provides elevated building and landscape design, buildings oriented to the street, and appropriate buffering from adjacent neighborhoods. While the SC district is primarily auto-oriented, it provides a safe environment for pedestrians and cyclists.

The proposed rezoning is consistent with the purpose statement of the SC district as the subject site is located within a commercial block at the corner of a Freeway and Primary Arterial roadway, as designated by the City's Mobility Plan, just north of a residential area with multifamily uses. The subject site has double-frontage on Loop 288 and Randall Street, a residential roadway, as designated by the Mobility Plan. While it is anticipated that the majority of users will access the site by car, the City's site design criteria also recognize that it is important that the site be safely designed for pedestrians and cyclists accessing the site from nearby residences, so sidewalk improvements and bicycle parking will be required of any future development.

d. There have been or will be significant changes in the area to warrant a zoning change.

There have not been any significant changes in the area to warrant a zoning change. As discussed in criterion 3 above, both the current MN zoning and proposed SC zoning are appropriate in this area.

e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

The proposed SC zoning is not expected to create adverse impacts to surrounding property. As discussed above, the property immediately to the west is similarly seeking the SC zoning and property to the east is already zoned SC. Property to the south and farther west contain multifamily uses. The SC zoning district allows for more auto-oriented uses such as offices, auto-wash and auto-repair but is not expected to adversely impact adjacent multifamily as the variety of permitted uses in SC would offer nearby services, shopping, and employment opportunities for residents..

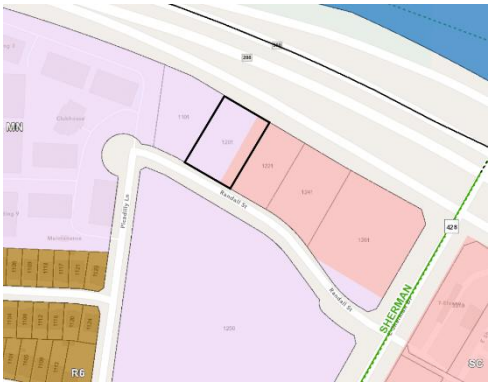
f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Water and Wastewater
An 8-inch sanitary sewer line and 12-inch water line exist south of the subject property in the Randall Street right-of-way, with as 15-inch sanitary sewer line farther to the west. Additionally, water and wastewater tap and impact fees will be based upon the intensity of the development and are required to be paid during permitting.

Roadways
Loop 288 is a TXDOT roadway and any improvement in the right-of-way will require review and approval by TXDOT. Roadway impact fees, which would be paid at the time of any future development, are determined using a proportionality calculation based on the proposed uses and projected vehicle trips. These fees will be assessed based on plans submitted and are used to make roadway system improvements related to the Mobility Plan.

[continued on next page]

g. There was an error in establishing the current zoning district.



The current zoning district was not assigned in error; however, the transition of zoning in the area has not aligned with the manner in which the area has been subdivided, creating a lot that is split zoned with MN and SC districts. While not impossible, developing a commercial block with these two zoning districts adjacent is difficult as the MN zoning district requires that buildings be pulled close to the street to create a pedestrian atmosphere, while the SC zoning district allows buildings to be pushed back and sites to be designed with front drive aisles. Providing a design that satisfies both design standards is therefore a challenge, and the requested rezoning can be reasonably expected.

Furthermore, the MN zoning district is not appropriate for commercial uses fronting on a Freeway service road, as the site design elements would create an unsafe environment that would encourage pedestrian activity along the Freeway while vehicular traffic would be focused on the residential street by nature of the site layout. In this particular location, SC allows for a safer design, pulling the building back from the Loop 288 right-of-way.

CLAY MOORE ENGINEERING

August 26, 2025

City of Denton
Development Services
401 N elm St.
Denton, TX 76201

Re: CSM Denton Rezone
Letter of Intent

To Whom it May Concern,

Please let this letter serve as the Letter of Intent for the Rezoning Application for the subject property located at 1221 Randall St, Denton, TX 76209. The purpose of this rezone is to change the property form MN/SC (Mixed-use Neighborhood) to SC (Suburban Corridor) as this will allow commercial development that matches adjacent proposed and existing zoning and development along State Highway Loop 288. Additionally, with the current zoning being split, rezoning is recommended on the lot for cohesive development and consistent zoning, allowing the development to be compliant with the zoning regulations.

Below is outlined how this proposed project meets the necessary criteria.

- Meeting General Criteria for Approval in DDC Section 2.4.5E – The proposed project is:
    - ✓ Consistent with the city's comprehensive plan and prior approvals (Section 2.4.5E Items 2 & 3)
    - ✓ In compliance with Denton's Development Code (DDC) and other applicable regulations, standards, and requirements including utility, service, and improvement standards (Section 2.4.5E Items 4,5,6,10)
    - ✓ Being developed and designed to minimize negative or adverse impacts on the environment, the city's finances, and the surrounding properties (Section 2.4.5E Items 7-9)
    - ✓ Providing adequate road systems and public services/facilities (Section 2.4.5E Items 11 & 12)
    - ✓ Promoting consistent and compatible development within the community
    - ✓ Providing a high-quality commercial use that serves both nearby neighborhoods and City of Denton

- Meeting Specific Criteria for Approval in DDC Section 2.7.2D – The proposed rezoning is:
  - ✓ Consistent with the comprehensive plan
  - ✓ Consistent with relevant Small Area Plan(s)
  - ✓ Consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts
    - SC – Suburban Corridor: The SC district is intended to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors. The SC district provides elevated building and landscape design, buildings oriented to the street, and appropriate buffering from adjacent neighborhoods.
  - ✓ There have been significant changes & planned changes in the area to warrant a zoning change
  - ✓ The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood
  - ✓ Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development

Approval of this request will allow the subject property to be developed in a manner that aligns with the City's long-term vision for this corridor while providing a desirable dining option with convenient drive-thru service. Should you have any questions, please feel free to contact me.

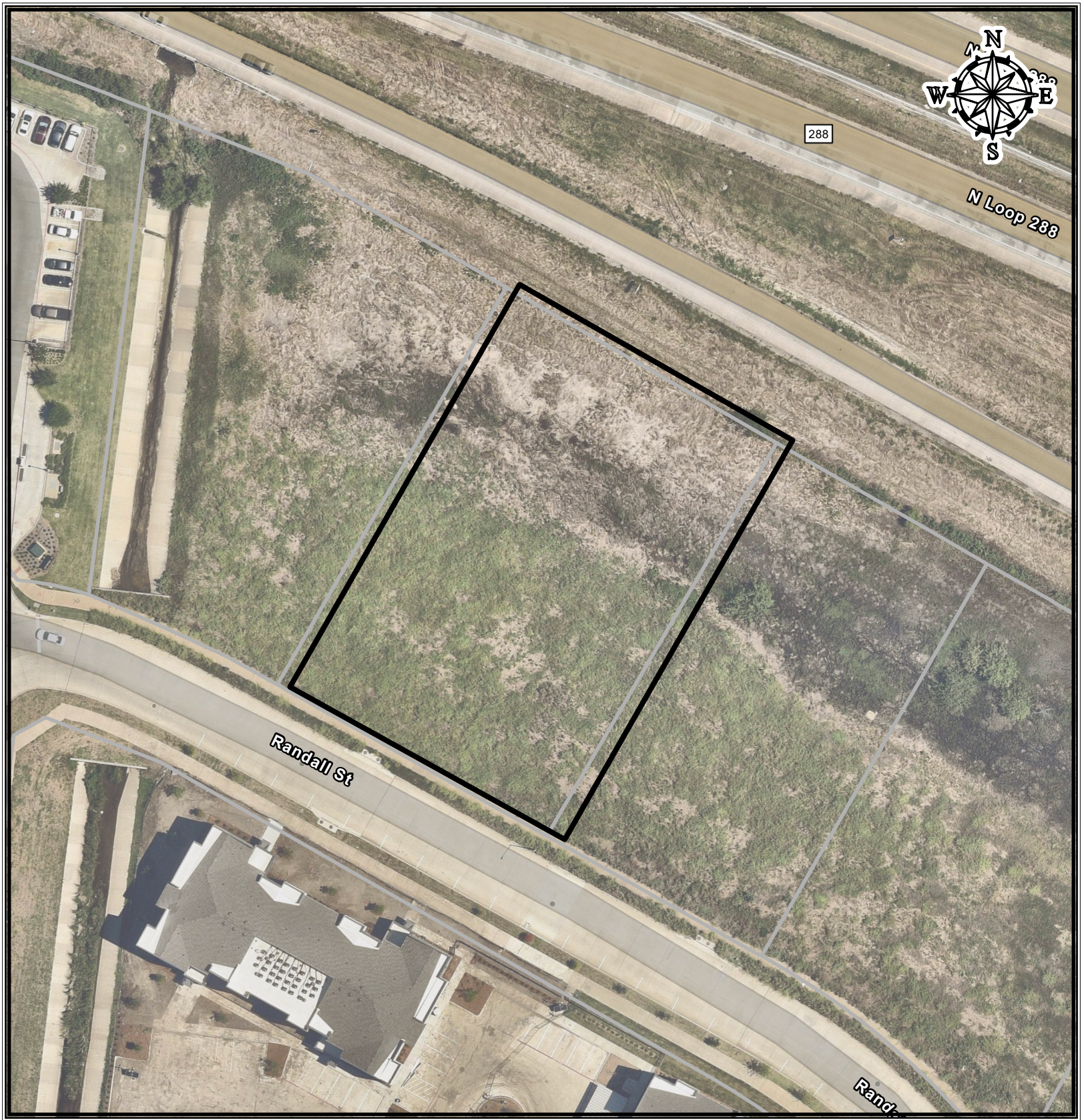
Sincerely,

Claymoore Engineering, Inc.
3231 Harwood Dr
Bedford, TX 76021
817-281-0572

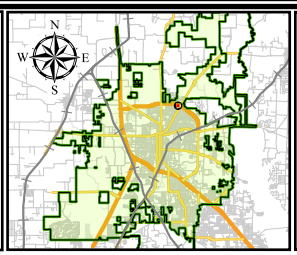


Clay Cristy, P.E.

Z25-0016
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

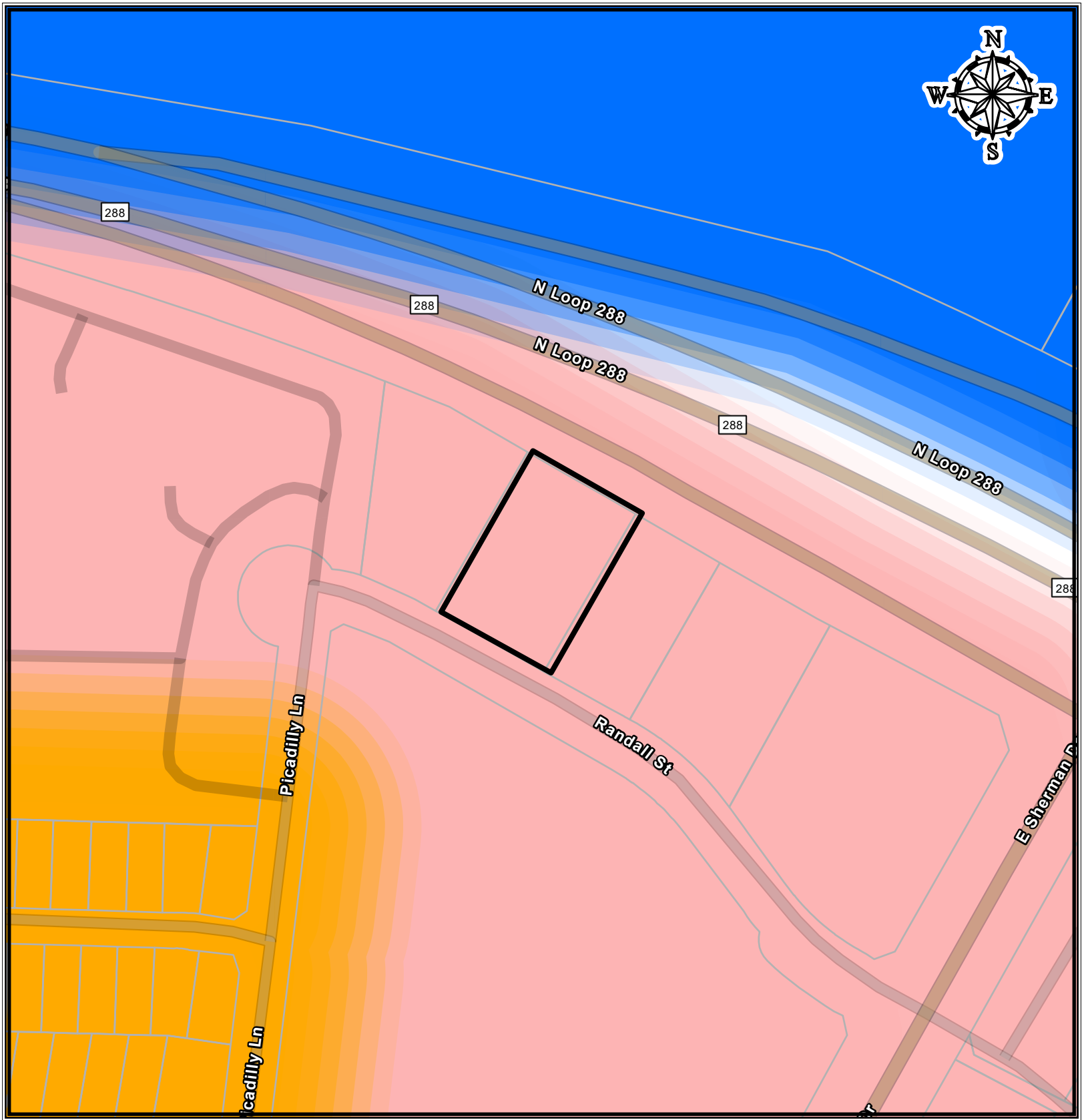


0 20 40 80 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/21/2025

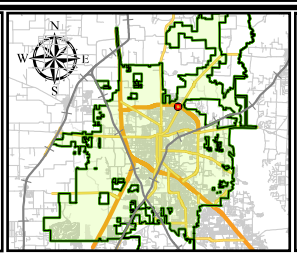
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Z25-0016
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location

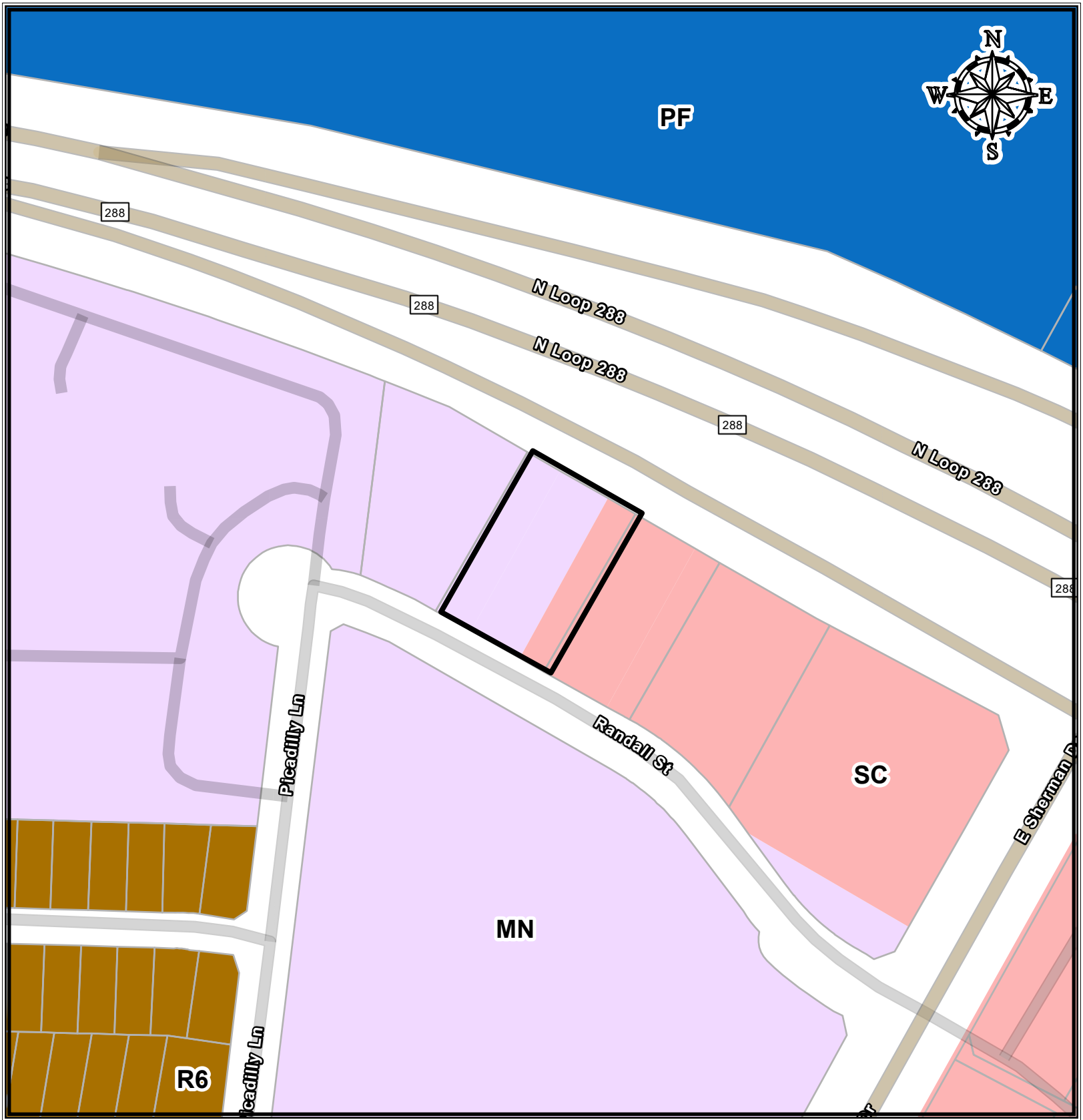


0 50 100 200 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/21/2025

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Z25-0016
Current Zoning Map



Current Zoning

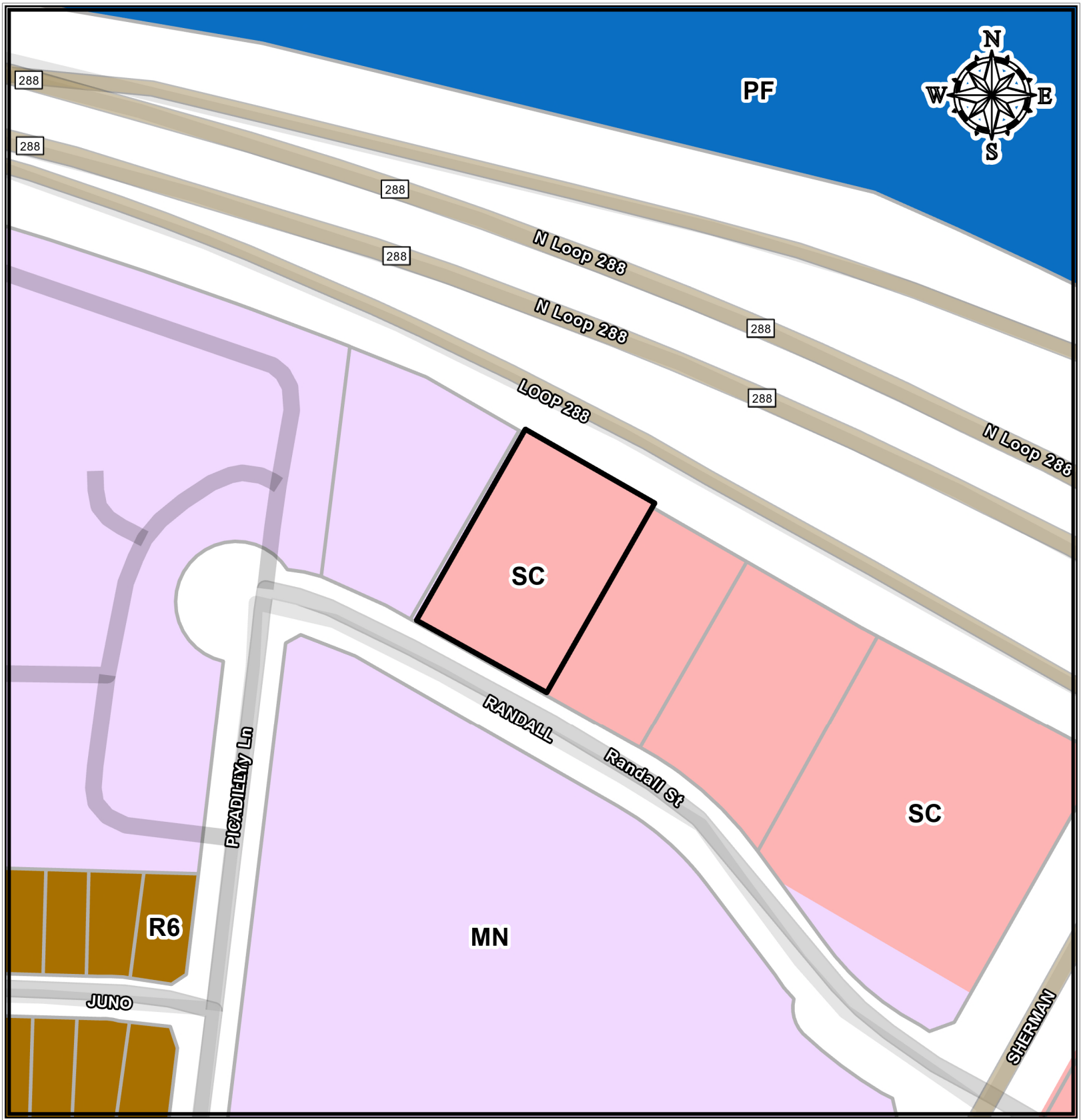
- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

0 50 100 200 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/21/2025

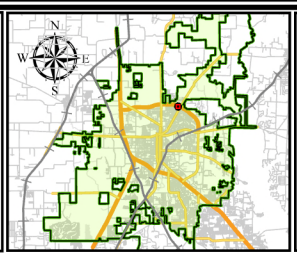
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Z25-0016
Proposed Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



0 40 80 160 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/8/2025

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Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3IJ
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
School, Charter	P	P+	P+	P+	P+	P+	P+	P	P	P	P	P	P	P+	P+	P	5.3.4J
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+				5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage (as a Primary Use)														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6F.1
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6G.4.a

Table 5.2-A: Table of Allowed Uses

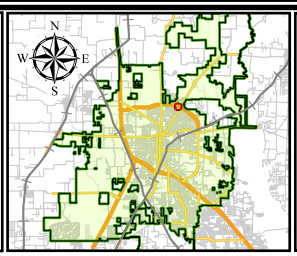
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	05.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4D.1
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

Z25-0016
Notification Map



Parcels Standalone



0 70 140 280 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/21/2025

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

FISCAL SUMMARY

CITY OF **DENTON**

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$232,300
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$444,800
Net New Resident + New Commuters Retail Sales Tax Revenue	$0
OTHER TAXES (Mixed Beverage)	$397,300
LICENSE & PERMITS	
Zoning Fees	$7,800
Building Permits	$0
Certificate of Occupancy	$0
Beer & Wine Permits	$27,300
SERVICE FEES	
Restaurant Inspections	$13,700
Grocery Store Inspections	$0
Swimming Pool Inspections	$0
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$9,400
Plan Review Fees	$800

Expenses	40 Year Total
Neighborhood	($83,700)
Public Safety	($162,400)
Transportation	($7,000)
Admin & Community Services	($70,200)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$1,648,400
Water Charge	$107,300
Wastewater Charge	#N/A
Drainage Charge	$20,800
Solidwaste Charge	$473,900
WATER IMPACT FEE	$0
WASTEWATER IMPACT FEE	$0
TOTAL ROADWAY IMPACT FEE	#N/A
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$0

New Residents From Residential



0

New Workers From Non-Residential *

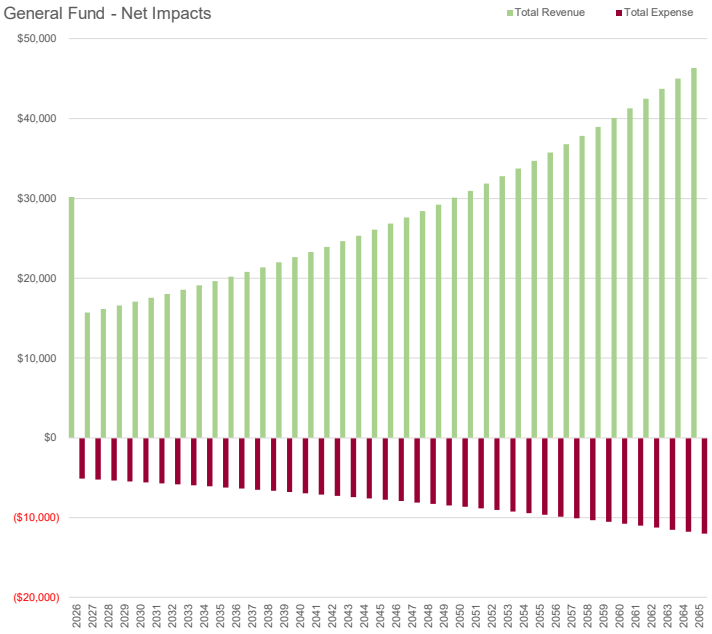


7

* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$1,133,500	-$323,200	$810,300



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION OF THE PORTION OF MIXED USE NEIGHBORHOOD (MN) ZONING DISTRICT ON AN APPROXIMATELY 1 ACRE LOT TO SUBURBAN CORRIDOR (SC) ZONING DISTRICT GENERALLY LOCATED SOUTH OF LOOP 288 SERVICE ROAD AND NORTH OF RANDALL STREET, APPROXIMATELY 650 FEET WEST OF E. SHERMAN DRIVE, IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z25-0016a)

WHEREAS, in order to resolve a split zoned parcel, the applicant, Claymore Engineering, requested to rezone the portion of Mixed Use Neighborhood (MN) zoning district on approximately 1 acre of land to Suburban Corridor (SC) zoning district, legally described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter, the "Subject Property"); and

WHEREAS, on September 24, 2025, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [4-0] of the request; and

WHEREAS, on October 14, 2025, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed zoning district change is in the best interest of the health, safety, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to Suburban Corridor (SC) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzie Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

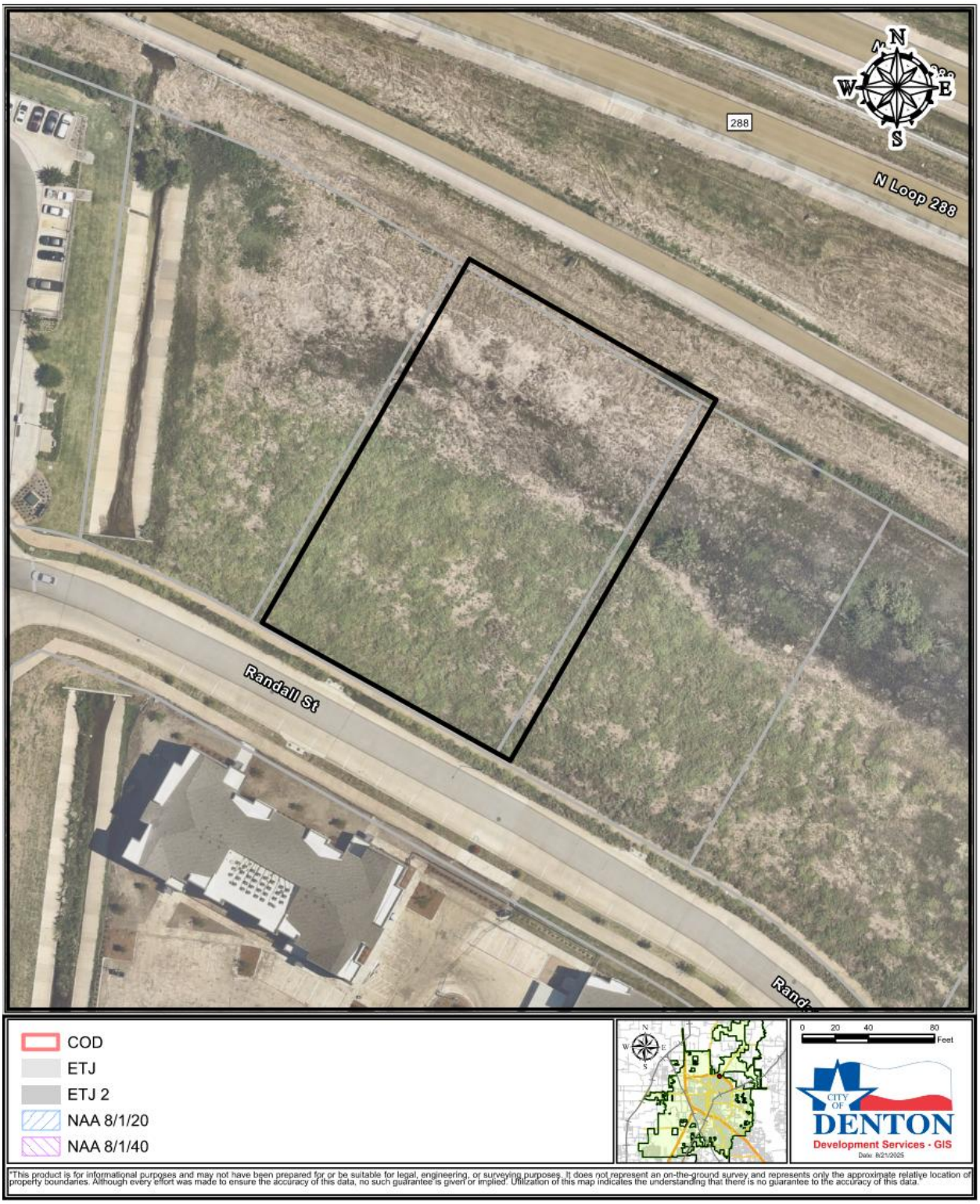
BY: Hilary McMahon _____

Exhibit A
Legal Description

Lot 4, Block A, Sherman Crossing Addition, Phase I, according to the Final Replat recorded as Instrument No. 2025-295, Plat Records of Denton County, Texas

Exhibit B

Subject Property Map



Z25-0012a & Z25-0016a

Erin Stanley

Assistant Planner

October 14, 2025

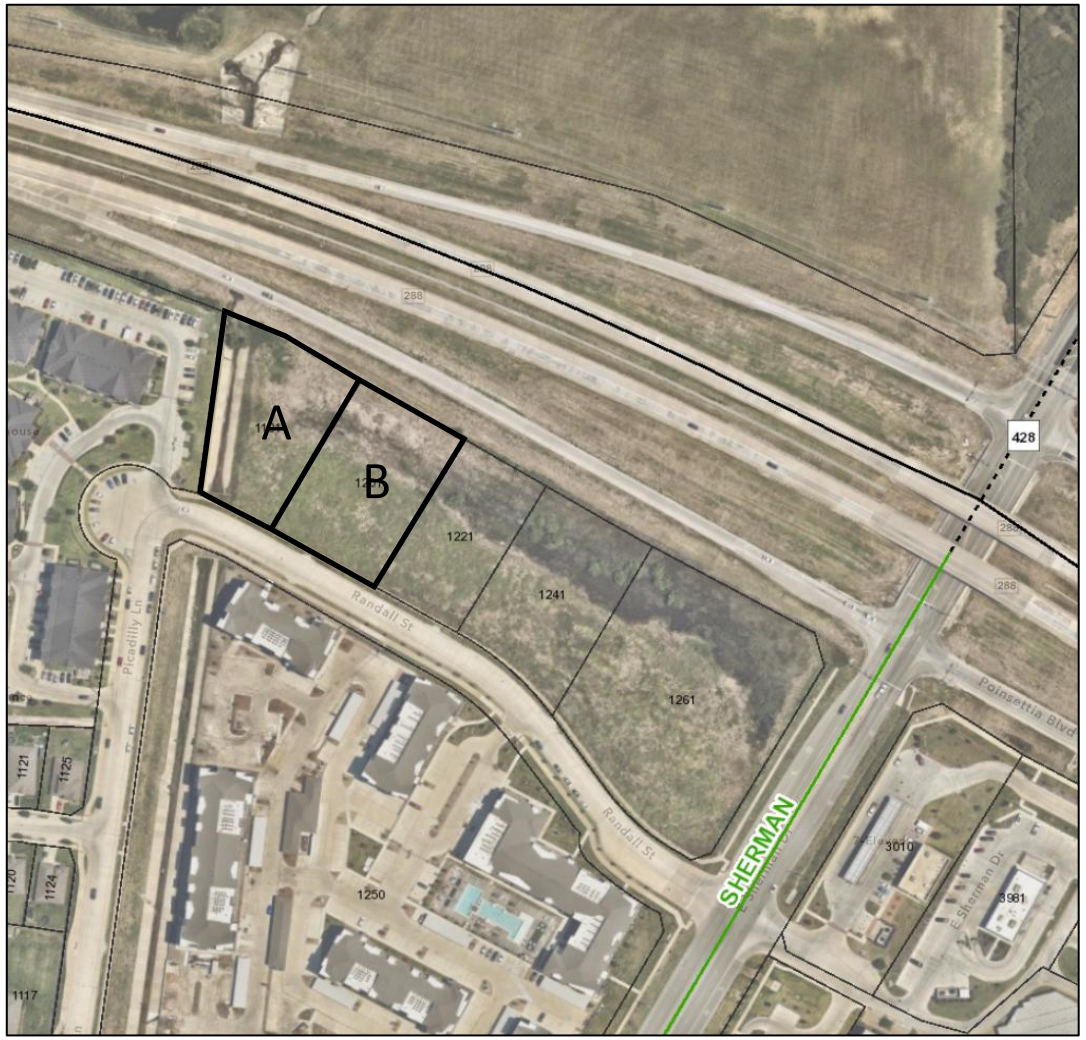
CITY OF DENTON

Request

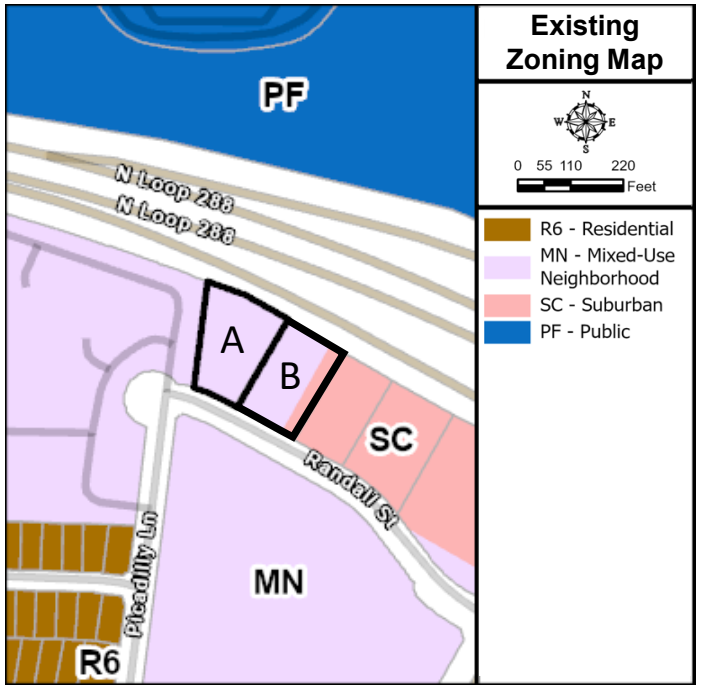
Request: Rezone from Mixed Use Neighborhood (MN) to Suburban Corridor (SC)

- Z25-0012 (A)
- Z25-0016 (B)
- Generally located south of Loop 288 Service Road and north of Randall Street, west of E. Sherman Drive

Purpose: Facilitate development commercial uses consistent with adjacent existing zoning

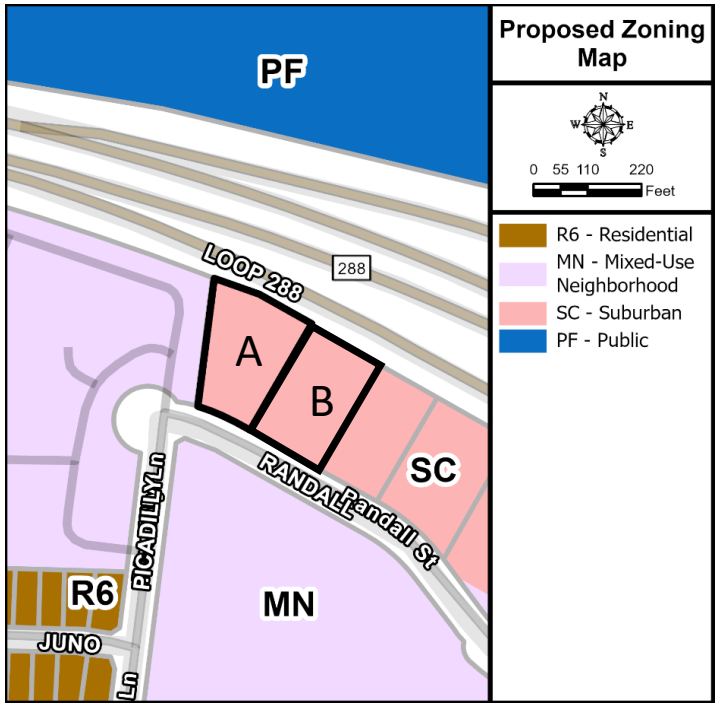


Current Zoning (MN)



- **Pedestrian-oriented** residential and commercial, office and retail uses
- **Maximum building setback of 10-15’ from Loop 288**
- 10’ front setback

Requested Zoning (SC)



- **Auto-oriented** commercial, office, and retail uses
- No maximum building setback from Loop 288
- 20’ front setback
- 5’ side yard setback
- 10’ rear yard setback

Criteria for Approval – DDC 2.4.5E and 2.7.2D

Summary:

- ✓ Proposed zoning is consistent with the SC purpose statement.
- ✓ Proposal is generally consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Development plans will be required and must comply with all DDC and other criteria.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. **Consistent with the Comprehensive Plan and Other Applicable Plans**
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. **Minimizes Adverse Environmental Impacts**
8. **Minimizes Adverse Impacts on surrounding Property**
9. **Minimizes Adverse Fiscal Impacts**
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

a. **The proposed rezoning is consistent with the Future Land Use Map designation.**
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. **The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.**
d. There have been or will be significant changes in the area to warrant a zoning change.
e. **The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.**
f. **Public facilities and services are available** to adequately serve the subject property while maintaining adequate level of service to existing development.
g. **There was an error in establishing the current zoning district.**

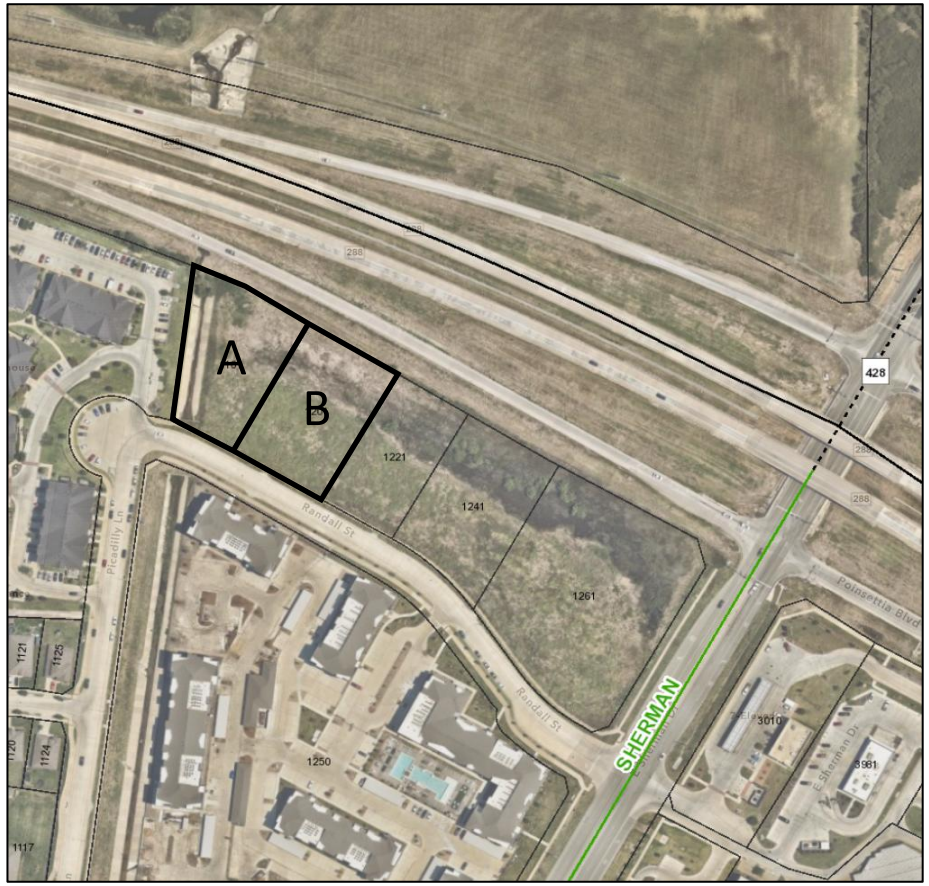
Consistency with SC Purpose Statement

Per Subsection 3.4.1A, SC shall:

- Provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors
- Provide elevated building and landscape design
- Be primarily auto-oriented, but provide a safe environment for pedestrians and cyclists

✓ **Located within a commercial block at the corner of a Freeway and Primary Arterial roadway**

✓ **Development standards will require safe and accessible design for pedestrians and cyclists**



Denton 2040 Comprehensive Plan

FLUM: **Community Mixed Use**

- Promotes a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary

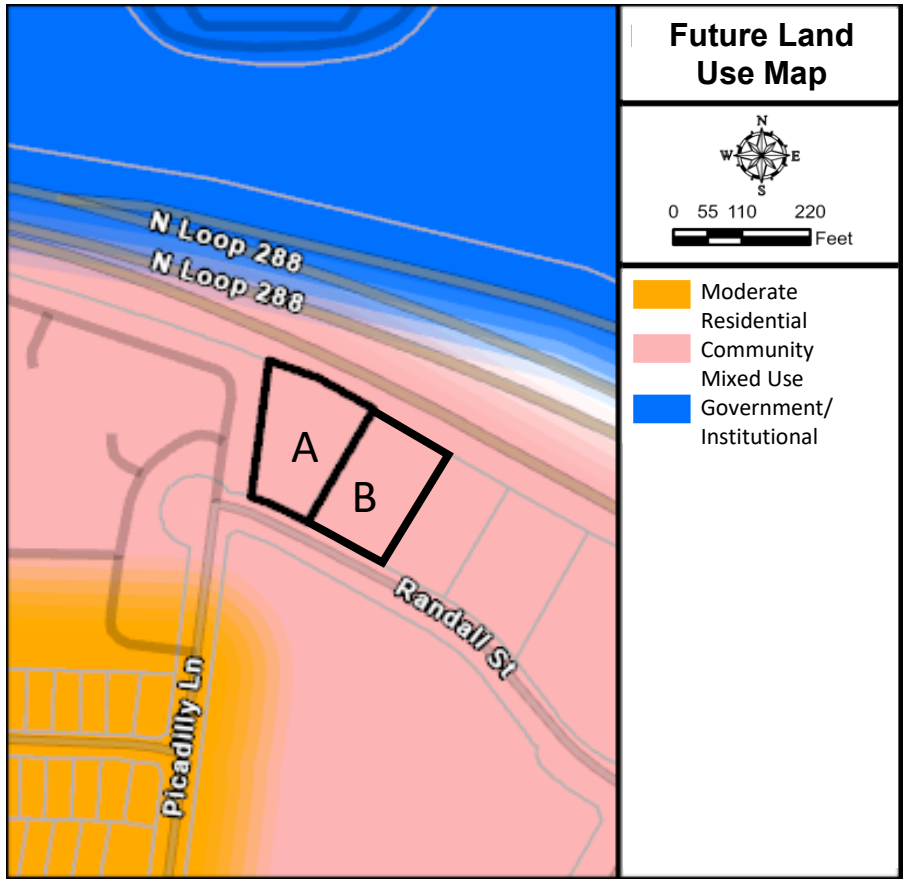
✓ **SC District conforms** to FLUM goals and purpose

GOAL LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned **in coordination with transportation and infrastructure systems.**

Action Item 2.2.2: Revise zoning districts for consistency with future land use designations.

Policy Item 3.2: Ensure the development of **new workplaces that are close to and complement surrounding residential**, civic, and recreational land uses.

GOAL FEV-2: Improve the City's job-to-worker ratio by increasing the number of jobs available to the resident workforce and local graduates.



Z25-0012a Notification

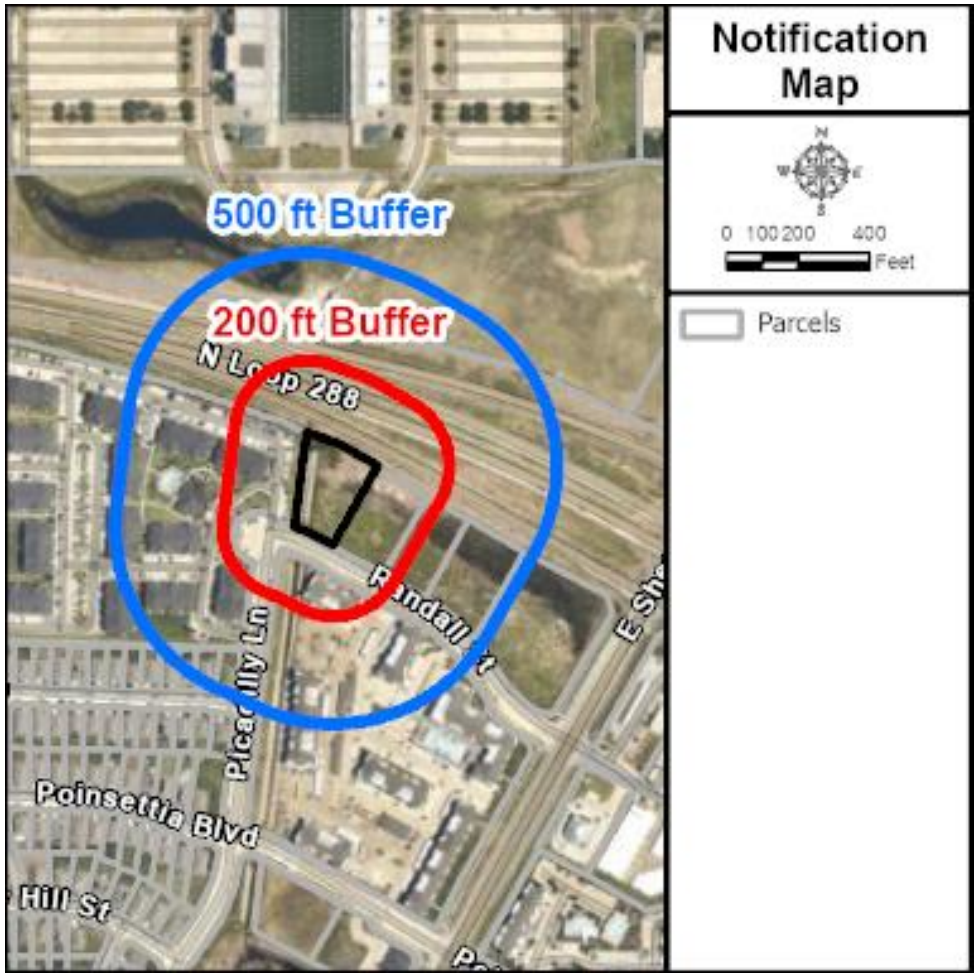
City website posted: September 5 and September 25, 2025
Newspaper posted: September 7 and September 27, 2025
Property posted: September 11, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 4
- 500 ft. Courtesy Notices mailed: 256

Responses:

- In Opposition: 0
- In Favor: 0
- Neutral: 0

The applicants held a virtual meeting for property owners and residents on Monday, September 22, 2025



Z25-0016a Notification

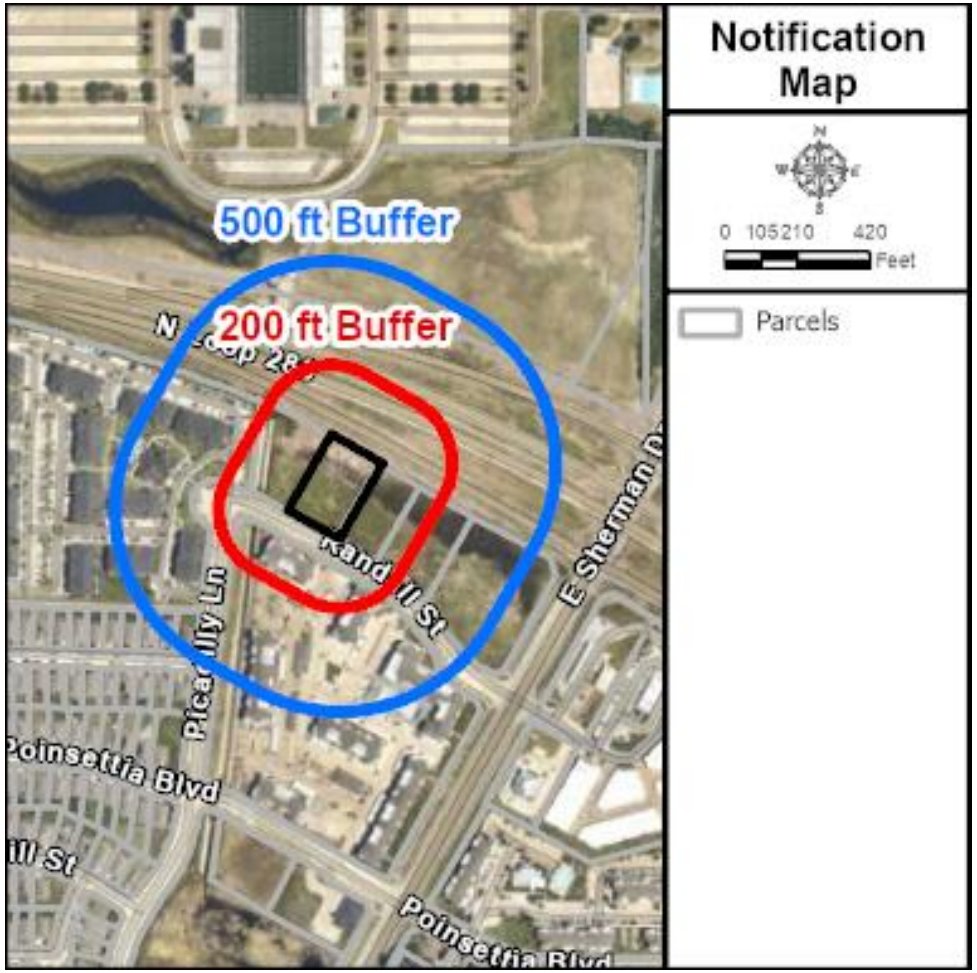
City website posted: September 5 and September 25, 2025
Newspaper posted: September 7 and September 27, 2025
Property posted: September 14, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 4
- 500 ft. Courtesy Notices mailed: 146

Responses:

- In Opposition: 0
- In Favor: 0
- Neutral: 0

No community meeting was held by the applicants.



Recommendation

The Planning and Zoning Commission recommended **approval** [4-0] of both Z25-0012a and Z25-0016a.

Staff recommends **approval** of both Z25-0012a and Z25-0016a as both zoning requests comply with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Zoning Map Amendment.

QUESTIONS?

Erin Stanley
Assistant Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 14, 2025**

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton, Texas consenting to the annexation of certain land into Denton County Municipal Utility District No. 16, and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

On April 29, 2020 the City received a petition for consent to the creation of Denton County Municipal Utility District No. 16. This Municipal Utility District (MUD) is located near FM 156 and US 380 and is also known as "Olex MUD" or "Meadows MUD". The MUD originally featured 1,523 residential lots, 8 acres of multifamily property, and 30 acres of commercial property, but is now seeking to increase that acreage to accommodate an additional 1,106 residential lots, 13 acres of multifamily, and 8 acres of commercial property.

A MUD is a special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits. Governed by an elected board, MUDs fund infrastructure and operations through bonds repaid by property taxes and user fees. MUDs are required to seek City consent when the MUD is within the extraterritorial jurisdiction (ETJ) of the City.

Olex Inc. petitioned the City for consent to the creation and the City began negotiating a development agreement. Initially, a development agreement was approved by the City Council on August 18, 2020, and included provisions on Denton County's consent, utilities, floodplain/ESA, roadway construction specifications, and limited purpose annexation to receive sales tax for commercial property. A first amendment was made to the development agreement on January 25, 2022 to name the City of Denton as the fire service provider and approve a Fire Services Agreement.

The MUD petitioned the City on October 3, 2024 for annexation of additional property into the District on the north side of US 380 and on January 7, 2024 City Council approved an amended and restated development agreement which consented to the annexation of the additional land.

On April 30, 2025, the MUD petitioned to annex an additional 19.62 acres of land on the north side of US 380 adjacent to Jackson Road. The City Council is considering an amendment to the Development Agreement on September 30, 2025 which would include consent for this annexation into the MUD.

This resolution is for consent to an additional 19.62 acres.

RECOMMENDATION

Staff recommends approval of the resolution.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 18, 2020- City Council adopted a resolution of consent to the creation of the MUD.
August 18, 2020- City Council approved a Development and Consent Agreement.
January 25, 2022- City Council approved a First Amendment to the Development and Consent Agreement.
June 4, 2024- City Council held the first public hearing for a Strategic Partnership Agreement.
June 18, 2024- City Council held a second public hearing and adopted a resolution approving the Strategic Partnership Agreement.
January 7, 2025- City Council approved an Amended and Restated Development Agreement and consented to additional property.
February 2, 2025- City Council held the first public hearing for an Amended and Restated Strategic Partnership Agreement.
February 18, 2025- City Council held a second public hearing and adopted a resolution approving the Amended and Restated Strategic Partnership Agreement.
October 14, 2025- City Council is considering an amendment to the Development Agreement.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS CONSENTING TO THE ANNEXATION OF CERTAIN LAND INTO DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the May 2, 2025, the City Secretary received a Petition for Consent to Annexation of Land into Denton County Municipal Utility District No. 16 (the "Petition") executed by Jackson 19 Partners LLC, a Texas limited liability company, (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add approximately 19.62 acres of land described therein (the "Property") to Denton County Municipal Utility District No. 16 (the "District"), the Property being located wholly within the extraterritorial jurisdiction of the City and not within the extraterritorial jurisdiction or corporate limits of any other city, town or village; and

WHEREAS, Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.0425 provide that land within the corporate limits of a city may not be included in the District without the written consent of such city; and

WHEREAS, on October 14, 2025, pursuant to Ordinance No. 25-1218, the City entered a First Amendment to Amended and Restated Development Agreement with the Petitioner stating the conditions under which the City would consent to the addition of the Property to the District (the "Development Agreement"); and

WHEREAS, the City Council of the City desires to adopt a Resolution for the purpose of consenting to the inclusion of the Property in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its conditional written consent, pursuant to Section 54.016, Texas Water Code and Section 42.0425, Texas Local Government Code, to the annexation of the Property into the District. The consent given hereby is conditioned upon the approval and execution of a Strategic Partnership Agreement and is subject to the City's limited right to rescind, as detailed in the Development Agreement.

Section 3. The City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall and on the official website of the City in the manner and for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551,Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written noticeand the contents and posting thereof.

Section 4. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

The motion to approve this resolution was made by _____ and seconded by _____, the resolution was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Scott Bray
Deputy City Attorney

BY: _____

EXHIBIT "A" (to Consent Resolution)
Petition for Consent

PETITION FOR CONSENT TO ANNEXATION OF LAND INTO DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DENTON, TEXAS:

The undersigned, Jackson 19 Partners LLC, a Texas limited liability company, (the "Petitioner"), being the owner of the property described in Exhibit "A" attached hereto (the "Property"), respectfully petitions the City of Denton, Texas (the "City") for its consent to the annexation of the Property into Denton County Municipal Utility District No. 16 (the "District"). In support of this Petition, the Petitioner would show the following:

I.

The Property sought to be added to the District is described by the metes and bounds descriptions in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Property lies wholly within Denton County, Texas, and not within the boundaries of any incorporated city or town. The Property lies wholly within the exclusive extraterritorial jurisdiction of the City.

III.

The Petitioner is the holder of title to all of the Property as shown by the Denton County Tax Rolls and conveyances of record.

IV.

The District was organized, created and established by order of the Texas Commission on Environmental Quality, said order issued August 11, 2021, and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District is generally empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control,

abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer, and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer, and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be developed for residential purposes in the foreseeable future.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $6,900,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Denton, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

RESPECTFULLY SUBMITTED THIS 29 day of April, 2025.

PETITIONER:

JACKSON 19 PARTNERS LLC,
a Texas limited liability company

By: _____
Name: Charles A. Vose, III
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of April, 2025, by Charles A. Vose, III, Manager of Jackson 19 Partners LLC, a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)

CHARLES SCOTT BROWN NOTARY PUBLIC STATE OF TEXAS ID 3601891 EXP. 04-09-2029

Charles S. Brown
Notary Public in and for the State of Texas

EXHIBIT "A"
Property Description

Being a 19.620 acre tract of land within the A.P. Vaughan Survey, Abstract Number 1316, with Denton County, being all of a tract of land described to Nancy Kay Jones by deed recorded in Instrument Number 2010-57685, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar capped "ARTHUR" found for the northeast corner of said Jones tract, same being the northwest corner of Lot 1, Block A of Myers Farm, an addition to Denton County, as recorded in Instrument Number 2011-77, Official Public Records, Denton County, Texas also being a point lying on the south right-of-way line of Jackson Road (Variable Width right-of-way);

THENCE South 00 degrees 14 minutes 08 seconds West, departing the south right-of-way line of said Jackson Road, with the west line of s aid Lot 1, a distance of 856.13 feet to a 1/2 inch rebar capped "ARTHUR" found for the southwest corner of said Lot 1, same being a point on the north line of the north line of a tract of land described to Tri Pointe Homes DFW, LLC and First Texas Homes, Inc. by deed recorded in Instrument Number 2022-41071, Official Public Records, Denton County, Texas;

THENCE South 89 degrees 54 minutes 58 seconds West, with the north line of said Tri Pointe Homes tract, a distance of 1002.44 feet to a point for the southeastern most corner of a tract of land described to Amanda Noles Nelson by deed recorded in Instrument Number 2013-92845, Official Public Records, Denton County, Texas from which a PK nail on a post found bears North 08 degrees 47 minutes 43 seconds East, a distance of 2.1 feet;

THENCE North 00 degrees 03 minutes 32 seconds West, departing the north line of said Tri Pointe Homes tract, with the east line of said Nelson tract, a distance of 845.31 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of said Nelson tract, same being a point on the south right-of-way line of said Jackson Road;

THENCE North 89 degrees 18 minutes 05 seconds East, with the south right-of-way line of said Jackson Road, a distance of 1006.90 feet to THE POINT OF BEGINNING and containing 845,644 square feet or 19.620 acres of land, more or less.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 14, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the city manager to execute a first amendment to the Amended and Restated Development Agreement with VS Development, LLC and Denton County Municipal Utility District No. 16 to consent to annexation of property into the District, provide for additional contributions for Jackson Road, and amend the Strategic Partnership Agreement with Denton County Municipal Utility District No. 16; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

On April 29, 2020, the City received a petition for consent to the creation of Denton County Municipal Utility District No. 16. This Municipal Utility District (MUD) is located near FM 156 and US 380 and is also known as "Olex MUD" or "Meadows MUD". The MUD originally featured 1,523 residential lots, 8 acres of multifamily property, and 30 acres of commercial property, but is now seeking to increase that acreage to accommodate an additional 1,106 residential lots, 13 acres of multifamily, and 8 acres of commercial property.

A MUD is a special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits. Governed by an elected board, MUDs fund infrastructure and operations through bonds repaid by property taxes and user fees. MUDs are required to seek City consent when the MUD is within the extraterritorial jurisdiction (ETJ) of the City.

Olex Inc. petitioned the City for consent to the creation and the City began negotiating a development agreement. Initially, a development agreement was approved by the City Council on August 18, 2020, and included provisions on Denton County's consent, utilities, floodplain/ESA, roadway construction specifications, and limited purpose annexation to receive sales tax for commercial property. A first amendment was made to the development agreement on January 25, 2022, to name the City of Denton as the fire service provider and approve a Fire Services Agreement.

The MUD petitioned the City on October 3, 2024, for annexation of additional property into the District on the north side of US 380. Staff and the Developer negotiated the terms of the City's consent to the annexation along with an Amended and Restated Development Agreement to include:

- Allowance for full purpose annexation at the end of the bonding period by the MUD.
- Conveyance of all effluent from the wastewater plant and support of future permitting efforts.

- An option for the City to operate the wastewater plant at the end of the contract period with the current operator.
- Creating the opportunity to provide solid waste services.

The Amended and Restated Development Agreement also included the removal of the Fire Services Agreement, and fire services to the MUD would be handled by Denton County moving forward.

The MUD petitioned the City again on April 30, 2025, for annexation of an additional 19 acres of land near Jackson Road on the north side of US 380. Staff and the Developer negotiated additional terms to include a contribution of funding towards Denton County's future improvement of Jackson Road.

RECOMMENDATION

Staff recommends approval of the ordinance and amendment attached as **Exhibit 2** based on the City having a previous agreements and the Developer consenting to the additional terms.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 18, 2020- City Council adopted a resolution of consent to the creation of the MUD.
August 18, 2020- City Council approved a Development and Consent Agreement.
January 25, 2022- City Council approved a First Amendment to the Development and Consent Agreement.
June 4, 2024- City Council held the first public hearing for a Strategic Partnership Agreement.
June 18, 2024- City Council held a second public hearing and adopted a resolution approving the Strategic Partnership Agreement.
January 7, 2025- City Council approved an Amended and Restated Development Agreement and consented to additional property.
February 2, 2025- City Council held the first public hearing for an Amended and Restated Strategic Partnership Agreement.
February 18, 2025- City Council held a second public hearing and adopted a resolution approving the Amended and Restated Strategic Partnership Agreement.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Amendment
Exhibit 3 - Presentation

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH VS DEVELOPMENT, LLC AND DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16 TO CONSENT TO ANNEXATION OF PROPERTY INTO THE DISTRICT, PROVIDE FOR ADDITIONAL CONTRIBUTIONS FOR JACKSON ROAD, AND AMEND THE STRATEGIC PARTNERSHIP AGREEMENT WITH DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, VS Development, LLC ("Developer"), Olex (United States), Inc., and the City previously entered into that certain Development Agreement, dated August 18, 2020 (the "Original Development Agreement") relating to the development of the Denton County Municipal Utility District No. 16 (the "District"); and

WHEREAS, Olex sold the property to Developer on September 13, 2021 via the instrument recorded as Instrument No. 2021-167738 in the Real Property Records of Denton County; and

WHEREAS, the City and the Developer amended the Original Development Agreement by the First Amendment to Development and Consent Agreement Concerning Denton County Municipal Utility District No. 16 on January 25, 2022, to provide terms under which the City would provide fire protection services to the District; and

WHEREAS, on January 7, 2025, the City passed Resolutions No. 24-2356 and No. 24-2634, consenting to the annexation of an additional 453.364 acres into the District, expanding it to approximately 1,006.304 acres located wholly within the extraterritorial jurisdiction of the City (the "Development") for single-family residential, multifamily and commercial uses; and

WHEREAS, the City, the Developer, and the District executed a First Amended and Restated Development Agreement on January 7, 2025 (the "First Amended DA"), approved by the City pursuant to Ordinance No. 24-2355, for the following purposes: (i) removing the terms under which the City would provide Fire Protection Services to the District; (ii) revising the provisions in the Original Agreement regarding solid waste and water/wastewater services, respectively; (iii) providing for the execution of an amended and restated Strategic Partnership Agreement; (iv) providing the terms under which the City will consent to the annexation of the Annexation Property (defined in the First Amended DA) into the District; and (v) making other modifications necessary due to the annexation of the Annexation Property into the District; and

WHEREAS, Jackson 19 Partners LLC (the "Owner") submitted petitions to the City to obtain the City's consent to the annexation of an additional tract into the District comprising approximately 19.62 acres located in Denton County, Texas and wholly within the extraterritorial jurisdiction of the City (the "New Annexation Tract"), in accordance with Texas Local Government Code Section 42.042; and

WHEREAS, the City and the District approved a Strategic Partnership Agreement in which the City is guaranteed fifty percent (50%) of the sales and use tax collected for commercial uses adjacent and abutting U.S. Highway 380 on June 18, 2024 (the "Strategic Partnership Agreement") and an Amended and Restated Strategic Partnership Agreement on February 18, 2025; and

WHEREAS, the City, the Developer, and the District desire to further amend the First Amended DA to: (i) provide for the execution of a Second Amended and Restated Strategic Partnership Agreement to reflect the addition of the New Annexation Tract (the "Second Amended Strategic Partnership Agreement"), (ii) to provide the terms under which the City will consent to the annexation of the New Annexation Property into the District, and (iii) provide for contributions by the Developer to the improvement of Jackson Road, in the form of the First Amendment to the First Amended DA attached hereto as Exhibit "A" and incorporated herein by reference (the "Amendment"); and

WHEREAS, the City Council of the City hereby finds that amending the First Amended DA as provided in the Amendment is in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this Ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Manager or their designee is hereby authorized to execute the First Amendment to Amended and Restated Development Agreement Concerning Denton County Municipal Utility District No. 16 attached hereto as Exhibit "A" and to carry out the duties and responsibilities of the City under the First Amended DA as amended by the Amendment.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____
Scott Bray
Deputy City Attorney

Exhibit A

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT CONCERNING DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

This FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT CONCERNING DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16 (this "First Amendment"), effective as of the ____ day of _____, 2025 (the "Effective Date"), is made and entered into by and among the City of Denton, Texas, a Texas Home Rule Municipality (the "City") and Denton County Municipal Utility District No. 16, a political subdivision of the State of Texas, operating under the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended, (the "District"), VS Development, LLC, a Texas limited liability company (the "Developer"), and Jackson 19 Partners, LLC, a Texas limited liability company (the "Owner"). The City, the Developer, the Owner, and the District are hereinafter referred to individually each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 18, 2020, the City Council of the City adopted Resolution No. 20-1379, consenting to the creation of Denton County Municipal Utility District No. 16 (the "District") and Resolution No. 20-1496 approving a Development and Consent Agreement (the "Original Development Agreement") between the City, VS Development, LLC (the "Developer") and the District; and

WHEREAS, on January 27, 2022, pursuant to Ordinance No. 22-244, the City, the Developer, and the District amended the Original Development Agreement by executing the First Amendment to Development and Consent Agreement; and

WHEREAS, on June 18, 2024, pursuant to Ordinance No. 24-1103, the City and the District entered a Strategic Partnership Agreement in the form agreed-upon in the Original Development Agreement (the "Strategic Partnership Agreement"), which provided for the limited-purpose annexation of commercial property inside the District, and for the full-purpose annexation of the entire District upon certain conditions specified in the Strategic Partnership Agreement; and

WHEREAS, on January 7, 2025, by Ordinances No. 24-2356 and 24-2634, the City consented to the annexation of approximately 356.425 acres and 96.921 acres, respectively, of additional land into the District; and

WHEREAS, on January 7, 2025, pursuant to Ordinance No. 24-2355, the City, the Developer, and the District further amended the Original Development Agreement by executing an Amended and Restated Development and Consent Agreement (the "Development Agreement"); and

WHEREAS, on February 18, 2025, pursuant to Ordinance No. 25-171, the City and the District amended the Strategic Partnership Agreement by executing an Amended and Restated Strategic Partnership Agreement (the "First Amended SPA"); and

WHEREAS, the Owner is the owner of an approximately 19.620-acre tract of land adjacent to the District which is located within Denton County, Texas, and is wholly within the extraterritorial

jurisdiction ("ETJ") of the City, more particularly described in **Exhibit A**, attached hereto (the "19-Acre Tract"); and

WHEREAS, the Owner has submitted a petition to the City to obtain the City's consent to the annexation of the 19-Acre Tract into the District (the "19-Acre Consent Petition") in accordance with Texas Local Government Code, Section 42.042; and

WHEREAS, the City, the Developer, the District, and the Owner desire to further amend the Development Agreement to provide the terms under which the City will consent to the annexation of the 19-Acre Tract into the District, provide for the execution of an amended Strategic Partnership Agreement reflecting the addition of the 19-Acre Tract into the District in the form attached hereto as **Exhibit B** (the "Second Amended Strategic Partnership Agreement"), and make other modifications necessary due to the annexation of the 19-Acre into the District; and

WHEREAS, on _____, 2025, the City adopted a resolution conditionally consenting to the annexation of the 19-Acre Tract into the District subject to the terms and conditions set forth in the Development Agreement, as amended hereby; and

WHEREAS, this First Amendment is entered into pursuant to Chapter 791 of the Texas Government Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Binding Obligations. This First Amendment shall be recorded in the deed records of Denton County, Texas, and the rights and obligations contained in the Development Agreement, as amended by this First Amendment and to the extent applicable to the 19-Acre Tract, shall run with the land of the 19-Acre Tract pursuant to Section 5.6 of the Development Agreement.

Section 2. City Consent. In accordance with the terms of the Development Agreement and this First Amendment, the City conditionally consents to the annexation of the 19-Acre Tract into the District, as described in the 19-Acre Consent Petition, pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, contingent upon the District's subsequent approval of the Second Amended Strategic Partnership Agreement in the form attached hereto as **Exhibit B**. The City reserves the right to rescind approval of this First Amendment if the Second Amended Strategic Partnership Agreement fails to materialize or exist, and such rescission is not subject to Section 5.4 of the Development Agreement.

Section 3. District Approval. The District has approved this First Amendment and will approve, execute, and deliver the Second Amended Strategic Partnership Agreement to the City within ninety (90) days after the date on which the District's Board of Directors effectively annexes the 19-Acre Tract into the District as contemplated by the Annexation Petitions.

Section 4. Amendment to Recitals. Development Agreement Article I, "Recitals," is hereby amended as follows:

(a) The following clauses are inserted into Article I:

> "WHEREAS, Jackson 19 Partners, LLC has submitted a petition to the City to obtain the City's consent to the annexation of an approximately 19.620-acre tract of land, which is located within Denton County, Texas, is adjacent to the District, and is wholly within the extraterritorial jurisdiction of the City (the "19-Acre Tract"), into the District in accordance with Texas Local Government Code Section 42.042 (the "19-Acre Consent Petition"); and
>
> "The term "Property," as used and defined in the Development Agreement, as amended, shall collectively refer to the Annexation Property, the District Property, and the 19-Acre Tract."

Section 5. 19-Acre Tract Amendment. The Development Agreement is hereby further amended to add the following Section 2.14 to Article II, "City Consent to Annexation into the District and Related Matters":

2.14 Fire Protection for the 19-Acre Tract. An agreement regarding fire protection services for the 19-Acre Tract between the District and Denton County shall be approved and executed prior to recording of a final plat of the 19-Acre Tract.

Section 5. Jackson Road Improvements. Developer agrees to contribute to the improvements to Jackson Road as depicted on the Concept Plan attached hereto as **Exhibit C**. Developer will follow the right-of-way dedication requirements as directed by Denton County and will contribute financially to half of the improvements of Jackson Road at the lesser of cost of 1) Denton County's contractors estimate or 2) the Developer's contractors' bid cost for this roadway section. Denton County will approve the final cost to be contributed by the Developer."

Section 6. ETJ Release Petitions. The Development Agreement is hereby further amended to add the following Section 2.15 to Article II, "City Consent to Annexation into the District and Related Matters":

2.15 ETJ Release Petitions. The Parties shall not, directly or indirectly, initiate, support, or participate in any petition, application, or other proceeding under Subchapters D or E of Chapter 42, Texas Local Government Code, or any successor statute or similar legislation, seeking disannexation or removal of any property within the boundaries of the District from the extraterritorial jurisdiction of the City of Denton, nor shall it encourage or assist any third party in doing so. This covenant shall be binding upon the Parties and their successors, assigns, officers, agents, and representatives, and shall survive the termination of this Agreement.

Section 7. Correction. The first sentence of Article II, Section 2.1 of the Development Agreement is hereby amended to replace the term "Additional Property" with the term "Annexation Property."

Section 8. No Other Amendments; Conflicts. All other provisions, terms, covenants, duties, rights, obligations, and agreements contained in the Development Agreement shall remain in full force and effect. To the extent that any provisions in this First Amendment conflict with any provisions in the Development Agreement, this First Amendment shall control.

Section 9. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 10. Full Force and Effect. The Parties hereby agree that the Development Agreement, as amended herein, remains in full force and effect.

Section 11. Definitions. Capitalized Terms not defined in this First Amendment shall have the meanings provided in the Development Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by the City, the District, the Developer, and the Owner on the respective dates stated below.

CITY:

Date: _____

CITY OF DENTON, TEXAS

By: _____
Sara Hensley, City Manager

ATTEST:

By: _____
Ingrid Rex, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Sara Hensley, the City Manager of the City of Denton, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By: Scott Bray
Scott Bray
Deputy City Attorney

THIS AMENDMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Charlie Rosendahl
Digitally signed by Charlie Rosendahl
DN: C=US, E=Charlie.Rosendahl@cityofdenton.com, O=City of Denton, CN=Charlie Rosendahl
Date: 2025.09.26 13:04:03-05'00'

Signature

Charlie Rosendahl
Printed Name

Interim Director of Development Services
Title

Development Services
Department

DISTRICT

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

APPROVED AS TO FORM:

_____
Mindy L. Koehne, Attorney for the District

THE STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 11 day of September, 2025, by Benjamin Ruef, President of the Board of Directors of Denton County Municipal Utility District No. 16, a municipal utility district, on behalf of said municipal utility district.

_____
Notary Public, State of Texas

AARON BRADSHAW
Notary Public, State of Texas
Comm. Expires 11-11-2028
Notary ID 13516442-6

DEVELOPER:

VS DEVELOPMENT, LLC,
a Texas limited liability company

By: Southwest Federated North Texas Limited Partnership,
a Texas limited partnership,
its manager

By: Southwest Federated, Inc. – Dallas,
a Texas corporation,
its general partner

By: _____
Charles A. Vose, III, President

STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on the 22nd day of September, 2025, by Charles A. Vose, III, President of Southwest Federated, Inc. – Dallas, a Texas corporation, General Partner of Southwest Federated North Texas limited partnership, a Texas limited partnership, Manager of VS Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

DANIELLE RENEA WASHBURN
Notary Public, State of Texas
Comm. Expires 06-12-2027
Notary ID 130235208

_____
Notary Public in and for the State of Texas

OWNER:

JACKSON 19 PARTNERS, LLC,
a Texas limited liability company

By: _____
Charles A. Vose, III, Manager

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 22nd day of September, 2025, by Charles A. Vose, III, Manager of Jackson 19 Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

DANIELLE RENEA WASHBURN
Notary Public, State of Texas
Comm. Expires 06-12-2027
Notary ID 130235208

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

19-Acre Tract Legal Description

Being a 19.620 acre tract of land within the A.P. Vaughan Survey, Abstract Number 1316, with Denton County, being all of a tract of land described to Nancy Kay Jones by deed recorded in Instrument Number 2010-57685, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar capped "ARTHUR" found for the northeast corner of said Jones tract, same being the northwest corner of Lot 1, Block A of Myers Farm, an addition to Denton County, as recorded in Instrument Number 2011-77, Official Public Records, Denton County, Texas also being a point lying on the south right-of-way line of Jackson Road (Variable Width right-of-way);

THENCE South 00 degrees 14 minutes 08 seconds West, departing the south right-of-way line of said Jackson Road, with the west line of s aid Lot 1, a distance of 856.13 feet to a 1/2 inch rebar capped "ARTHUR" found for the southwest corner of said Lot 1, same being a point on the north line of the north line of a tract of land described to Tri Pointe Homes DFW, LLC and First Texas Homes, Inc. by deed recorded in Instrument Number 2022-41071, Official Public Records, Denton County, Texas;

THENCE South 89 degrees 54 minutes 58 seconds West, with the north line of said Tri Pointe Homes tract, a distance of 1002.44 feet to a point for the southeastern most corner of a tract of land described to Amanda Noles Nelson by deed recorded in Instrument Number 2013-92845, Official Public Records, Denton County, Texas from which a PK nail on a post found bears North 08 degrees 47 minutes 43 seconds East, a distance of 2.1 feet;

THENCE North 00 degrees 03 minutes 32 seconds West, departing the north line of said Tri Pointe Homes tract, with the east line of said Nelson tract, a distance of 845.31 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of said Nelson tract, same being a point on the south right-of-way line of said Jackson Road;

THENCE North 89 degrees 18 minutes 05 seconds East, with the south right-of-way line of said Jackson Road, a distance of 1006.90 feet to THE POINT OF BEGINNING and containing 845,644 square feet or 19.620 acres of land, more or less.

EXHIBIT "B"
Second Amended Strategic Partnership Agreement

SECOND AMENDED AND RESTATED STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

STATE OF TEXAS §
§
COUNTY OF DENTON §

This Second Amended and Restated Strategic Partnership Agreement (this "Agreement") is entered into by the City of Denton, Texas, a home rule municipality situated in Denton County, Texas (the "City"), and Denton County Municipal Utility District No. 16, a political subdivision of the State of Texas, acting by and through its duly authorized Board of Directors (the "District"), under the authority of Section 43.0751 of the Texas Local Government Code (the "Local Government Code").

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the District and the City entered into a previous strategic partnership agreement on June 18, 2024 and recorded as Instrument No. 2024-73355 in the Real Property Records of Denton County (the "Original SPA"); and

WHEREAS, the District and the City thereafter amended and restated the Original SPA pursuant to that certain Amended and Restated Strategic Partnership Agreement on February 20, 2025 and recorded as Instrument No. 27735 in the Real Property Records of Denton County (the "First Amended SPA"); and

WHEREAS, since the adoption of the Original SPA and the First Amendment, the District has expanded its boundaries within the extraterritorial jurisdiction of the City; and

WHEREAS, the City and the District, by executing this Agreement, wish to amend and restate the Original SPA, as amended, to reflect the new boundaries of the District and to expand that portion of the District subject to limited purpose annexation by the City; and

WHEREAS, the District encompasses approximately 1,025.96 acres, all of which is within the City's extraterritorial jurisdiction and contiguous to the City's corporate boundaries, described by metes and bounds and depicted on Exhibit "A" (the "Property"); and

WHEREAS, this Agreement authorizes the City to annex all or certain portions of the Property for limited purposes for the purpose of collecting Sales and Use Tax Revenues (hereinafter defined) within such tracts designated for commercial use and to annex all of the Property for full purposes upon the terms contained herein; and

WHEREAS, pursuant to this Agreement, the City will remit to the District fifty percent (50%) of all Sales and Use Tax Revenues (hereinafter defined); and

WHEREAS, the City and the District acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I
FINDINGS

A. The District is a municipal utility district encompassing approximately 1,025.96 acres that are within the City's extraterritorial jurisdiction.

B. The District was created by the Texas Commission on Environmental Quality (the "TCEQ"), pursuant to Article XVI, Section 59, and Article III, Section 52(b)(3), of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended.

C. On August 18, 2020, the City Council adopted Resolution No. 20-1379 consenting to the creation of the District (the "Consent Resolution").

D. The Parties entered into the Original SPA on June 18, 2024 and recorded as Instrument No. 2024-73355 in the Real Property Records of Denton County; and amended and restated the Original SPA pursuant to that certain First Amended SPA on February 20, 2025 and recorded as Instrument No. 27735 in the Real Property Records of Denton County.

E. The District provided notice of two public hearings concerning the adoption of this Agreement following the District's notification procedures for other matters of public importance, in accordance with the procedural requirements of the Act.

F. The Board of Directors of the District conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on July 31, 2025, at 12:00 p.m. at 1213 Country Club Road, Argyle, Texas 76226, and on September 11, 2025, at 12:00 p.m. at 1213 Country Club Road, Argyle, Texas 76226.

G. The Board of Directors of the District adopted and approved this Agreement on September 11, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.

H. The City provided notice of two public hearings concerning the adoption of this Agreement by publishing said notices in a newspaper of general circulation in the City and in the District, in accordance with the procedural requirements of the Act.

I. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on_____, 2025, at_____p.m. at the City Council Chambers, and on_____, 2025, at _____p.m. at the City Council Chambers.

J. The City Council adopted and approved this Agreement on_____, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.

K. All procedural requirements imposed by law for the adoption of this Agreement have been met.

L. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

M. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services, if any, will be provided to City and the District and under which the District will continue to exist after the Property is annexed for limited purposes pursuant to this Agreement.

N. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District.

O. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services.

P. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's annexation plan or any arbitration between the City and District.

ARTICLE II
DEFINITIONS

Terms used in this Agreement shall have the following meanings:

"Act" means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

"Agreement" means this Strategic Partnership Agreement between the City and the District.

"Board of Directors" means the Board of Directors of the District.

"City" means the City of Denton, Texas, a home rule municipality of the State of Texas.

"City Manager" means the chief administrative employee of the City, or his or her authorized designee.

"City Council" means the City Council of the City.

"City Share" means the City's share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

"Comptroller" means the Comptroller of Public Accounts for the State of Texas.

"Consent Resolution" means the City's Resolution No. 20-1379 consenting to the creation of the District.

"Development Agreement" means the Amended and Restated Development Agreement by and among the City, the District, and VS Development, LLC, a Texas limited liability company, effective January 7, 2025, as amended pursuant to that First Amendment to Amended and Restated Development Agreement Concerning the District, effective _____, 2025, regarding development of the Property, and any subsequent amendments and/or restatements thereto.

"District" means Denton County Municipal Utility District No. 16.

"District Share" means the District's share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

"ETJ" means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended.

"Effective Date" means the date on which the City adopts this Agreement, after it has been approved, adopted, and executed by the District.

"Government Code" means the Texas Government Code, as amended.

"Implementation Date" means the date the limited-purpose annexation ordinance is passed by City Council pursuant to Section 3.4.

"Limited Purpose Annexation Period" means the period commencing on the effective date of the limited purpose annexation and ending upon the full purpose annexation or disannexation of such property.

"Limited Purpose Property " means the property in the District that is within the City's ETJ and is annexed pursuant to Section 3.4.

"Local Government Code" means the Texas Local Government Code, as amended. "Notice"

means notice as defined in Section 9.1 of this Agreement.

"Party" means, individually, the City or the District, their successors and assigns as

permitted by Section 8.8 of this Agreement.

"Property" means the approximately 1,025.96 acres located within the District and partially or wholly within the City's extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit "A."

"Sales and Use Tax Revenues" means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the District pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority or applicable law, ordinance, rule or regulation.

"Tax Code" means the Texas Tax Code, as amended.

ARTICLE III
ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION

3.1 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted two public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement and Chapter 551 of the Government Code. The District shall pay fees related to noticing required by the Act.

3.2 Effective Date; Amendment to Original Agreement. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date of adoption of this Agreement by the City. The District and the City agree and acknowledge that, as of the effective date, this Agreement shall supersede and control over all previous strategic partnership agreements regarding the District between the City and the District, including the Original SPA and the First Amended SPA.

3.3 Filing in Property Records. The District shall file this Agreement in the Real Property Records of Denton County, Texas. This Agreement binds each owner and future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

3.4 Limited Purpose Annexation. The District and the City agree that the City may annex all or any portion of the District for the limited purpose of collecting Sales and Use Tax Revenues within the District pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings or other procedures are required by law in order to approve such limited purpose annexations. The City may annex for limited purposes any portion of the District at any time.

3.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, any property the City annexes for the limited purpose of collecting sales tax shall collectively be referred to as the "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenue".

3.6 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purposes Property for limited purposes as provided in this Agreement. The District expressly consents to annexation, from time to time, and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and all current and future owners of land within the District.

ARTICLE IV
TAXATION AND PROVISIONS OF SERVICES

4.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the District pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate allowed under the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.2 Payment of Sales and Use Tax. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues collected within the District commencing upon the effective date of the limited purpose annexation of the property within the District. All amounts payable to the District are hereafter referred to as the "District Share." The City shall pay the District Share within thirty (30) days after the City receives the sales tax report reflecting such Sales and Use Tax Revenues from the Comptroller. Any payment of the District Share not made within such thirty (30) day period shall bear interest calculated in accordance with Section 2251.025 of the Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share").

4.3 Use of the Sales and Use Tax Revenues. The District may use the District Share for any lawful purpose. The City may use the City Share for any lawful purpose.

4.4 Delivery of Sales Tax Reports to District. The City shall deliver to the District a condensed version of each monthly area sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the District within thirty (30) days of City's receipt of the sales tax report.

4.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Tax Code, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

4.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement.

4.7 City Audit Rights. The District is required by law to prepare an annual audit within one hundred twenty (120) days after the close of the District's fiscal year, subject to the exemptions provided under Section 49.198 of the Texas Water Code allowing for the District to file annual financial reports with the executive director of the TCEQ in lieu of conducting an annual audit if it meets certain criteria. The District shall provide a copy of its annual audit or annual financial

report to City within thirty (30) days after the audit or financial report is completed. City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 4.2, solely to determine whether the expenditures have been made by the District in accordance with Section 4.3. Any audit shall be made at City's sole cost and expense and may be performed at any time during regular business hours by City's internal auditors or an independent auditing firm on thirty (30) days written notice to the District. For the purpose of any audits made by the City, the District shall maintain and make available to City or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form maintained sufficient to reflect the expenditure of all Sales and Use Tax revenues that are subject to this Agreement.

ARTICLE V
FULL PURPOSE ANNEXATION

5.1 Full Purpose Annexation and Conversion Date. In accordance with the provisions of Section 43.0751(f)(5) of the Act, the District consents to the full purpose annexation of the District by the City at any time on or after one hundred percent (100%) of the land in the District capable of being developed has been developed with water, sanitary sewer, and drainage facilities and roads (collectively, "Facilities") and the District has issued its bonds to fully reimburse the developer of such Facilities to the fullest extent allowed under the then current rules of the Texas Commission on Environmental Quality. The City agrees not to annex the District for full municipal purposes prior to such time. At least one hundred eighty (180) days prior to the date the City intends to annex the District, the City shall provide the District with a written notice of intent to annex the District and the date planned for annexation, which date shall constitute the "Full Purpose Annexation Conversion Date" under the Act. The City further agrees that the full purpose annexation of the District by the City is further subject to the limitations contained in the Development Agreement.

5.2 Assumption of District Duties. Prior to the Full Purpose Annexation Conversion Date, the District remains authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding full-purpose annexation and conversion. The District agrees that beginning on the Effective Date and until the Full Purpose Annexation Conversion Date, the District shall maintain all of its roadway, property and utility infrastructure in good condition and repair. Upon the Full Purpose Annexation Conversion Date, Sections 43.075(c) and (d) of the Act shall apply, and: (i) the City shall succeed to the powers, duties, assets, and obligations of the District; and (ii) the City shall take over all the Property and other assets of the District, assume all the debts, liabilities, and obligations of the District, and perform all the functions of the District. The City and the District agree to fully comply with all requirements in Section 43.075 of the Texas Local Government Code.

ARTICLE VI
TERM

This Agreement commences and binds the Parties on the Effective Date and continues until (i) the Full Purpose Annexation Conversion Date or (ii) the date that the City disannexes the Limited Purpose Property. Any rights or privileges of the Parties and their successors or assigns under this Agreement will terminate upon the expiration or termination of this Agreement. If the

City elects to annex the Limited Purpose Property for full purposes or disannex the Limited Purpose Property, the City will provide written notice to the District at least one hundred eighty (180) days before such annexation or disannexation. If the District elects to dissolve, it shall provide written notice to the City at least one hundred eighty (180) days before the dissolution.

ARTICLE VIII
BREACH, NOTICE AND REMEDIES

8.1 Notification of Breach. If either Party commits an alleged breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the alleged breach in reasonable detail. A Party receiving such Notice shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the purportedly breaching Party. The Parties shall make available to each other such records, documents, or other information necessary to make these determinations upon reasonable written request.

8.2 Cure of Breach. The breaching Party shall commence curing such breach within fifteen (15) calendar days after receipt of Notice of the breach and shall complete the cure within thirty (30) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching Party within such thirty (30) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the breach within such thirty (30) day period and diligently completes the cure within a reasonable time without unreasonable cessation. A Party providing Notice of a breach may provide for a longer period of time to cure the alleged failure within its written notice

8.3 Remedies for Breach. If the breaching Party does not cure such material breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE IX
ADDITIONAL PROVISIONS

9.1 Notices. All required notices under this Agreement ("Notice") shall be in writing and shall become effective as follows: (a) on the tenth (10^{th}) business day after being deposited with the United States mail service, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the Party to be notified; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To the City: City of Denton Attn: City Manager
215 E. McKinney St.
Denton, Texas 76201
Fax: (940) 382-7923
Email: Sara.Hensley@cityofdenton.com

With a copy to: City of Denton
Attn: City Attorney
215 E. McKinney St.
Denton, TX 76201
Email: Mack.Reinwand@cityofdenton.com

If to the District: Denton County Municipal Utility District No. 16
Attn: President, Board of Directors
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: mkoehne@coatsrose.com

With a copy to: Attn: Mindy L. Koehne
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: mkoehne@coatsrose.com

9.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.3 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas, and hereby submit to the jurisdiction of the courts of Denton County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

9.4 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by

the Open Meetings Act) and the individual executing this Agreement on behalf of the District has been authorized to do so.

9.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

9.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

9.8 Assignability, Successors and Assigns. This Agreement shall not be assignable by any Party without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein. No assignment by a Party will be valid or enforceable unless all of the following conditions have been satisfied:

a. The assignment of the Agreement must be evidenced by a recordable document (the "Assignment"), the form of which must be approved in writing by the Parties (such approval not to be unreasonably withheld);

b. The Assignment must expressly contain, among other reasonable requirements and/or conditions of the Parties, an acknowledgment and agreement that all obligations, covenants, and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, and also contain the name, address, phone number, and electronic mail address of the assignee;

c. the Assignor must file any approved, executed Assignment in the Land Records of Denton County, Texas; and

d. Assignor shall provide the other Party with a file-marked copy of the Assignment within ten (10) days of filing the same.

9.9 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District; however, the defined term "Property" shall be automatically amended, without any further action required by either Party, to

include any property that is (i) within the City's ETJ and (ii) annexed into or otherwise included within the District after the Effective Date of this Agreement (the "Additional Property"), and the Parties hereby agree that the terms of this Agreement shall automatically apply to any Additional Property upon annexation of Additional Property into the District, without any further action required by either Party.

9.10 Interpretation. The Parties acknowledge that each Party (and if it so chooses, its counsel) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Unless otherwise specified, as used in this Agreement, the term "including" means "including, without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined. Headings in this Agreement are for the convenience of the Parties are not intended to be used in construing this document.

9.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District. Neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

9.12 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement.

9.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Legal Description and Map of Property

9.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

9.15 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement, and the recitals are incorporated as part of the Agreement's terms.

9.16 Voting Rights in the District. Upon annexation of any portion of the District for limited purposes by City, any qualified voters within that portion of the District may vote in City elections, pursuant to Local Government Code §43.130(a). Voting rights are subject to all state and federal laws and regulations. City will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or hereafter amended.

9.17 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. By entering into and executing this Agreement, City does not in any way waive, limit, or surrender its sovereign immunity.

9.18 Authority for Execution. All signatories certify and represent that the execution of this Agreement is duly authorized and adopted in conformity with applicable law, and the signatory has been provided with all authority, consent, and/or permissions necessary to bind his/her respective principal to the terms set forth in this Agreement. The District certifies and represents that the execution of this Agreement is duly authorized and adopted by its Board of Directors.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF DENTON

By: _____
Sara Hensley, City Manager

ATTEST:

_____
Ingrid Rex, Interim City Secretary

APPROVED AS TO FORM:

_____
Mack Reinwand, City Attorney

DISTRICT

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

APPROVED AS TO FORM:

_____
Mindy L. Koehne, Attorney for the District

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of the Board of Directors of Denton County Municipal Utility District No. 16, a municipal utility district, on behalf of said municipal utility district.

_____
Notary Public, State of Texas

EXHIBIT "A"
The Property

PARCEL NO. 1 (2 TRACTS) – 552.985 ACRES

EXHIBIT "A"

TRACT 1:

BEING a tract of land situated in the Uberto Allen Survey, Abstract No. 14, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being the remaining portion of a called Tract One (153.488-acres) described in a General Warranty Deed to Olex (United States), Inc., f/k/a Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the westerly line of said Tract One (153.488-acres), for the northwest corner of a called Parcel 17, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the northeast corner of a called Parcel 16, described in a Deed to the State of Texas, recorded in Instrument No. 2009-71718, Official Records of Denton County, Texas, same also being the current northerly right of way line of U. S. Highway 380, a variable width right of way;

THENCE North 00°02'22" West, departing the northerly right of way line of said U. S. Highway 380, along the westerly line of said Tract One (153.488-acres) and generally along a barbed wire fence, a distance of 2,236.16 feet to a metal fence corner post found for the northwest corner of said Tract One (153.488-acres), same being the southwest corner of a called 1.931-acre tract of land, described in a Special Warranty Deed to Vangard Wireless, LP, recorded in Instrument No. 2005-79339, Official Records of Denton County, Texas;

THENCE South 89°58'24" East, along the northerly line of said Tract One (153.488-acres), the southerly line of said 1.931-acre tract, the southerly line of a called 5.00-acre tract of land, described in a Warranty Deed to Amanda Noles Nelson, recorded in Instrument No. 2013-92845, Official Records of Denton County, Texas, the southerly line of a called 19.6390-acre tract of land, described in a Special Warranty Deed to Nancy Kay Jones, recorded in Instrument No. 2010-57685, Official Records of Denton County, Texas, the southerly line of Lot 1 and Lot 2, Block A of Myers Farm, an addition to the City of Denton, according to the final plat, recorded in Document No. 2011-77, Plat Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 2091.05 feet to a 1/2-inch iron rod with a yellow plastic cap found for the southeast corner of said Lot 2, same being the southeast corner of Lot 3, Block A of said Myers Farm;

THENCE South 89°53'09" East, continuing along the northerly line of said Tract One (153.488-acres), the southerly line of said Lot 3 and the southerly line of a called 21.1455-acre tract of land described in a Special Warranty Deed to Janis June Myers, recorded in Instrument No. 2010-57683, Official Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 1368.48 feet to a 1/2-inch iron rod found for the northeast corner of said Tract One (153.488-acres) and the southeast corner of said 21.1455-acre tract, same being on the westerly right of way line of F. M. 156, a variable width right of way;

THENCE South 17°28'47" West, along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 94.26 feet to a 5/8-inch iron rod with

a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 15°08'00", a radius of 5659.58 feet, a chord bearing and distance of South 21°13'35" West, 1490.50 feet, from said point, a wooden right of way marker bears South 13°42' West, 3.93 feet;

THENCE in a southwesterly direction, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, along said curve to the right, an arc distance of 1494.85 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 03°03' West, 1.20 feet;

THENCE South 28°47'35" West, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 556.36 feet to an aluminum TXDOT right of way disk found for the northeast corner of aforesaid Parcel 17, same being the intersection of the westerly right of way line of said F. M. 156 with the northerly right of way line of aforesaid U. S. Highway 380;

THENCE in a westerly direction, departing the westerly right of way line of said F. M. 156, along the northerly line of said Parcel 17 and the northerly right of way line of said U. S. Highway 380, the following:

North 61°04'40" West, a distance of 679.63 feet to an aluminum TXDOT right of way disk found for corner;

South 78°35'46" West, a distance of 296.07 feet to an aluminum TXDOT right of way disk found for corner;

South 38°16'12" West, a distance of 548.81 feet to an aluminum TXDOT right of way disk found for corner;

South 62°08'29" West, a distance of 218.57 feet to an aluminum TXDOT right of way disk found for corner;

South 86°00'46" West, a distance of 322.43 feet to an aluminum TXDOT right of way disk found for corner;

North 90°00'00" West, a distance of 469.04 feet to an aluminum TXDOT right of way disk found for corner;

North 87°16'23" West, a distance of 413.60 feet to the **POINT OF BEGINNING** and containing 144.086 acres (6,276,387 square feet) of land, more or less.

TRACT 2:

BEING a tract of land situated in the George W. Anderson Survey, Abstract No. 12, Uberto Allen Survey, Abstract No. 14, Edward F. Anderson Survey, Abstract No. 16, B. B. B & C. RR. Co. Survey, Abstract No. 168, B. B. B & C. RR. Co. Survey, Abstract No. 188, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being a portion of a called Tract Three (425.898-acres) described in a General Warranty Deed to Olex (United States), Inc., f/k/a Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the easterly line of said Tract Three (425.898-acres), for the southeast corner of a called Parcel 15, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the intersection of the current southerly right of way line of U. S. Highway 380, a variable width right of way with the westerly right of way line of F. M. 156, a variable width right of way;

THENCE in a southerly direction, departing the southerly right of way line of said U. S. Highway 380, along the easterly line of said Tract Three (425.898-acres) and the westerly right of way line of said F. M. 156, the following:

South 28°45'02" West, a distance of 581.24 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 03°49'00", a radius of 5659.58 feet, a chord bearing and distance of South 30°39'32" West, 376.93 feet;

in a southwesterly direction, along said curve to the right, an arc distance of 377.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 27°44'04" West, a distance of 118.70 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°02' West, 3.82 feet;

South 32°34'02" West, a distance of 1000.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 42°17' West, 2.01 feet;

South 38°16'40" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°22' West, 2.44 feet;

South 32°34'02" West, a distance of 1900.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 27°02' West, 8.82 feet;

South 26°51'24" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 32°34'02" West, a distance of 924.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left having a central

angle of 6°27'51", a radius of 2924.79 feet, a chord bearing and distance of South 29°20'06" West, 329.80 feet;

in a southwesterly direction, with said curve to the left, an arc distance of 329.97 feet to a PK nail with a washer, stamped "KHA" set in an asphalt road, known as Old Stoney Road, an apparent public use roadway, no record found, for the southeast corner of said Tract Three (425.898-acres);

THENCE South 89°39'42" West, departing the westerly right of way line of said F. M. 156, along the southerly line of said Tract Three (425.898-acres) and along said Old Stoney Road, a distance of 1706.19 feet to a 1/2-inch iron rod found for the southwest corner of said Tract Three (425.898-acres);

THENCE North 00°02'12" West, departing said Old Stoney Road and along the westerly line of said Tract Three (425.898-acres), a distance of 5443.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the southerly line of a called Parcel 14, described in a Deed to the State of Texas, recorded in Instrument No. 2008-19039, Official Records of Denton County, Texas, same being the current southerly right of way line of aforesaid U. S. Highway 380;

THENCE in an easterly direction, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, the following:

THENCE South 87°16'23" East, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, passing at a distance of 8.26 feet, an aluminum TXDOT right of way disk found for the south common corner of said Parcel 14 and aforesaid Parcel 15, continuing for a total distance of 1274.95 feet to a point for corner;

THENCE North 63°54'58" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 37.31 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 472.87 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 654.35 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 49°55'24", a radius of 78.50 feet, a chord bearing and distance of North 21°16'23" East, 66.26 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 68.40 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 46°16'17", a radius of 30.00 feet, a chord bearing and distance of North 23°05'56" East, 23.57 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the left, an arc distance of 24.23 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 00°02'12" West, continuing across said Tract Three (425.898-acres), a distance of 381.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 45°35'01" West, continuing across said Tract Three (425.898-acres), a distance of 28.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15;

THENCE North 88°52'11" East, along the southerly right of way line of said U. S. Highway 380, a distance of 130.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 44°24'59" West, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 28.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 379.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 45°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 70.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 700.88 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 10°06'19", a radius of 782.50 feet, a chord bearing and distance of South 84°59'03" East, 137.83 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 138.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 79°55'53" East, continuing across said Tract Three (425.898-acres), a distance of 162.37 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 21°10'04", a radius of 1422.50 feet, a chord bearing and distance of South 69°20'51" East, 522.55 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 525.54 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 58°45'49" East, continuing across said Tract Three (425.898-acres), a distance of 457.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 31°14'11" East, continuing across said Tract Three (425.898-acres), a distance of 386.56 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15, from said corner, a found aluminum TXDOT right of way disk bears North 61°21'38" West, 25.03 feet;

THENCE South 61°21'38" East, along the southerly right of way line of said U. S. Highway 380, a distance of 214.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 54°31'02" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 100.71 feet to an aluminum TXDOT right of way disk found for corner;

THENCE South 61°21'39" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 91.38 feet to the **POINT OF BEGINNING** and containing 408.899 acres (17,811,656 square feet) of land, more or less.

PARCEL NO. 2 (2 TRACTS) – 356.425 ACRES

4. Legal description of land:
TRACT 1:

All that certain lot, tract or parcel of land lying and being situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, County of Denton, State of Texas, and being all of Tracts One, Two, Three and Five as conveyed by deed dated September 8, 1971, from Jerry A. Garrett, et al, to Don E. Hickey, as shown on record in Volume 628, Page 596, of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a fence corner post in the South boundary line of a public road and being the Northwest corner of Tract One of said Don E. Hickey property;

THENCE South 89° 07' 21" East, along the South boundary line of public road, 2970.74 feet to a concrete monument for the Northeast corner of Tract Three;

THENCE South 00° 33' West, with fence 2760.4 feet to a concrete monument for the Southeast corner of Tract Five, and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, along the North boundary line of said Highway No. 380, 2052.11 feet to a concrete monument for corner;

THENCE South 01° 51' West, 10.00 feet to a concrete monument for corner and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, 893.00 feet to a concrete monument for corner in the North boundary line of the past mentioned highway, and being the Southwest corner of Tract Two of the Don E. Hickey property;

THENCE North along fence line, 2629.7 feet to the POINT OF BEGINNING and containing 182.827 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

TRACT 2:

All that certain 173.598 acre tract or parcel of land situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, being part of a called 285.91 acre tract conveyed to Henry A. Hudson, III, and recorded in Volume 994, Page 621, Deed Records, Denton County, Texas; said 173.598 acre tract being more particularly described as follows:

BEGINNING at the most westerly-northwest corner of said 285.91 acre tract at a set 1/2" rebar in a North line of said Winfrey Survey, same being a South line of the BBB & CRR Company Survey, Abstract No. 157, same being in Jackson Road;

THENCE North 89° 34' 09" East with said survey line, a distance of 1247.89 feet to a set 1/2" rebar for the Southeast corner of said BBB & CRR Company Survey; same being the Southeast corner of a tract conveyed to C. W. Buckley and recorded in Volume 364, Page 567, Deed Records, Denton County, Texas;

THENCE North 00° 35' 48" East with a common line between the Winfrey and BBB & CRR Surveys, a distance of 413.69 feet, passing across Jackson Road to a set 1/2" rebar for the Southwest corner of the I & GMRY Company Survey, Abstract No. 1498;

THENCE South 89° 36' 04" East with the South line of said I & GMRY Survey, a distance of 68.11 feet to a set 1/2" rebar at the Northwest corner of the Hutchens Addition, an Addition to Denton County, Texas, as shown by Plat recorded in Cabinet E, Slide 18, Plat Records, Denton County, Texas;

THENCE South 00° 23' 56" West, crossing said Jackson Road with the West line of said Hutchens Addition, a distance of 464.24 feet to a found 1/2" rebar for the Southwest corner of said Hutchens Addition;

THENCE North 88° 43' 58" East with the South line of said Hutchens Addition, a distance of 1328.43 feet to the Southeast corner of said Addition; said point being in the East line of said Winfrey Survey;

THENCE South 00° 09' 56" West with said survey line generally with a fence and crossing South Hickory Creek, continuing a total distance of 2873.66 feet to a set 1/2" rebar in the North Right-of-Way line of U.S. 380; and being in the North boundary line of a tract conveyed to the State of Texas for highway purposes, as shown of record in Volume 11, Page 327 of the Civil Minutes of County Court, Denton County, Texas;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1336.33 feet to a concrete Right-of-Way Monument on the South bank of South Hickory Creek;

THENCE South 06° 44' 17" West with said Right-of-Way, a distance of 39.52 feet to a concrete Right-of-Way Monument;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1347.10 feet to a concrete monument at the Southeast corner of a called Tract Five conveyed to Don E. Hickey and recorded in Volume 628, Page 596, Deed Records, Denton County, Texas;

THENCE North 00° 58' 53" East, passing concrete monuments at 587.94 feet and 2759.16 feet also crossing over South Hickory Creek, continuing a total distance of 2789.16 feet to the POINT OF BEGINNING, containing in all 173.598 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

PARCEL NO. 3 (1 TRACT): 96.921 ACRES

Being a tract of land situated in the Sarah Winfrey Survey, Abstract No. 1319, Denton County, Texas, and being all of the remainder of a called 34.9125 acres tract of land described in Deed to Billy and Jean Family Partners, LTD as recorded in Vol. 4389, Pg. 2315, Real Property Records, Denton County, Texas and being all the remainder of a tract of land described in Deed to Billy and Jean Family Partners, LTD. as recorded in Vol. 4389, Pg. 2311, said Real Property Records, and being more particularly described herein as follows;

BEGINNING at a TXDOT right-of-way concrete monument found in the North Right-of-Way line of U.S. Highway 380 (a public rood) for the Southeast corner of said 34.9125 acres remainder tract common to the Southwest corner of a called 71.556 acres tract of land (Tract Two) described in Deed to Don Hickey as recorded in Vol. 628, Pg. 596, Deed Records, Denton County, Texas;

THENCE North 87 degrees 17 minutes 07 seconds West. with the South line of said 34.9125 acres remainder tract common to the North line of said Highway 380, passing the Southwest corner thereof common to the Southeast corner of said Family Partners remainder tract (4389/2311), and continuing along said course, with the South line thereof, a distance of 2781.11 feet to a "Mag" nail set in George Owens Road (a public rood) for the Southwest corner of said Family Partners remainder tract (4389/2311);

THENCE North 00 degrees 10 minutes 56 seconds East, with the West line of said Family Partners remainder tract (4389/2311), along said George Owens Road, a distance of 1545.96 feet to a 'Mag" nail set for the Northwest corner of said Family Partners remainder tract (4389/2311) common to the Southwest corner of a called 47.452 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in Inst. No. 2018-29869, Official Records, Denton County, Texas;

THENCE North 87 degrees 58 minutes 01 seconds East, with the North line of said Family Partners remainder tract (4389/2311) common to the South line of said 47.452 acres tract, passing at a distance of 20.83 feet a steel fence corner post found for reference, and continuing along said course, passing the Northeast corner of said Family Partners remainder tract (4389/2311) common to the Northwest corner of said 34.9125 acres remainder tract, and continuing along said course, with the North line thereof, a total distance of 2054.93 feet to a 1/2 inch capped iron rod stamped (COLEMAN-4001) found for the Northeast corner of said 34.9125 acres remainder tract common to the most Westerly Northwest corner of a called 18.589 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in· Inst. No. 2024-28247, said Official Records, from which a 1/2 inch capped iron rod found at the Southeast corner of said 47.452 acres tract bears North 87 degrees 58 minutes 03 seconds East, a distance of 225.13 feet;

THENCE South 00 degrees 03 minutes 48 seconds East, with an East line of said 34.9125 acres remainder tract common to the West line of said 18.589 acres tract, a distance of 545.62 feet to a 3 inch steel fence corner post found for and interior corner of said 34.9125 acres remainder tract common to the Southwest corner of said 18.589 acres tract;

THENCE North 87 degrees 43 minutes 26 seconds East, with a North line of said 34.9125 acres remainder tract common to the South line of said 18.589 acres tract, along and near a fence, a distance of 724.04 feet to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set near a steel fence corner post in the West line of said 71.556 acres tract for the most Easterly Northeast corner of said 34.9125 acres remainder tract common to the Southeast corner of said 18.589 acres tract, from which a concrete monument found at the Northwest corner of said 71.556 acres tract bears North 00 degrees 12 minutes 55 seconds East. a distance of 707.18 feet;

THENCE South 00 degrees 12 minutes 55 seconds West, with the East line of said 34.9125 acres remainder tract common to the West line of said 71.556 acres tract, along and near a fence, a distance of 1233.72 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited 96.921 acres of land, more or less.

PARCEL NO. 4 (1 TRACT): 19.62 ACRES

Being a 19.620 acre tract of land within the A.P. Vaughan Survey, Abstract Number 1316, with Denton County, being all of a tract of land described to Nancy Kay Jones by deed recorded in Instrument Number 2010-57685, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar capped "ARTHUR" found for the northeast corner of said Jones tract, same being the northwest corner of Lot 1, Block A of Myers Farm, an addition to Denton County, as recorded in Instrument Number 2011-77, Official Public Records, Denton County, Texas also being a point lying on the south right-of-way line of Jackson Road (Variable Width right-of-way);

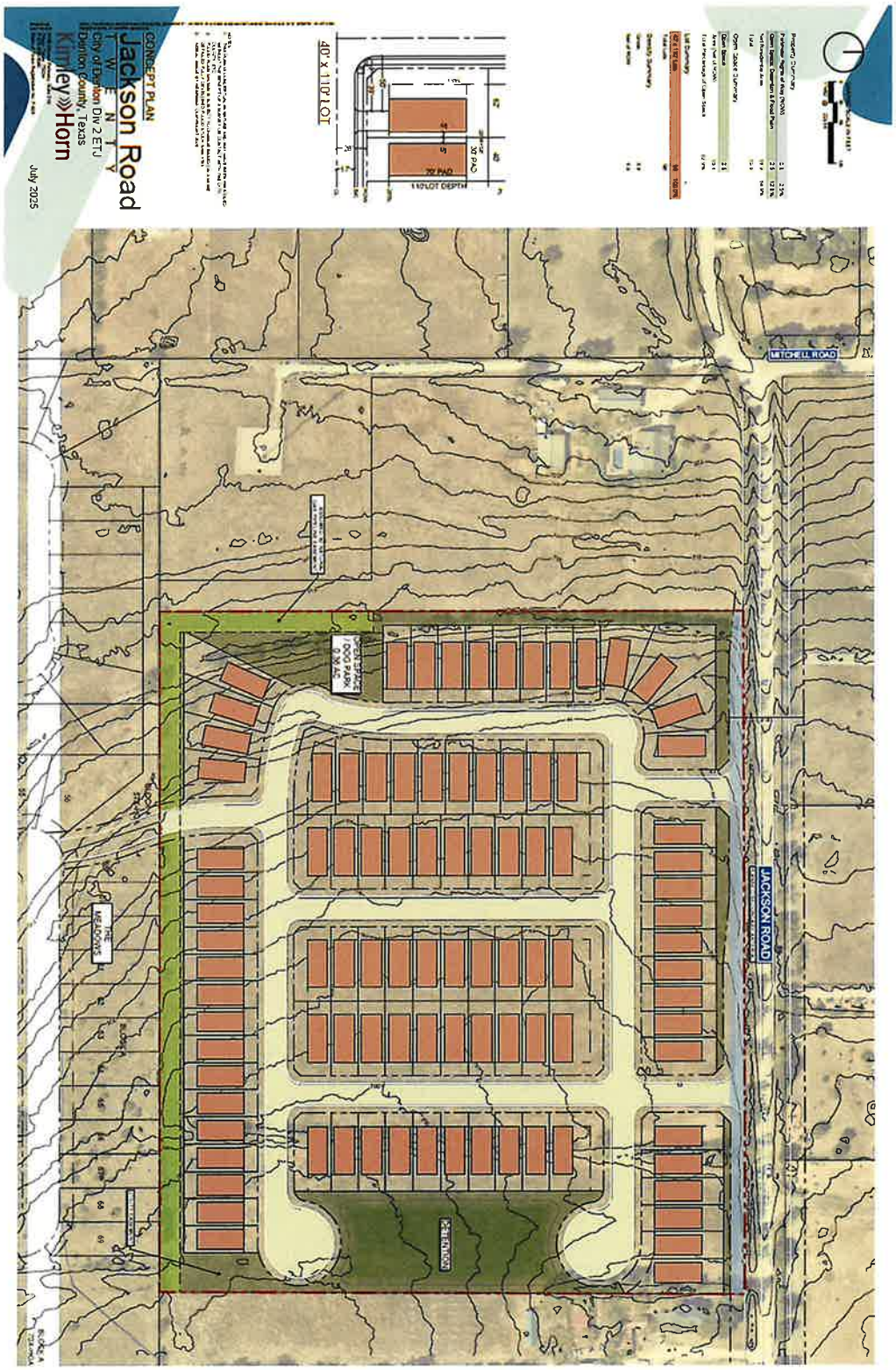
THENCE South 00 degrees 14 minutes 08 seconds West, departing the south right-of-way line of said Jackson Road, with the west line of s aid Lot 1, a distance of 856.13 feet to a 1/2 inch rebar capped "ARTHUR" found for the southwest corner of said Lot 1, same being a point on the north line of the north line of a tract of land described to Tri Pointe Homes DFW, LLC and First Texas Homes, Inc. by deed recorded in Instrument Number 2022-41071, Official Public Records, Denton County, Texas;

THENCE South 89 degrees 54 minutes 58 seconds West, with the north line of said Tri Pointe Homes tract, a distance of 1002.44 feet to a point for the southeastern most corner of a tract of land described to Amanda Noles Nelson by deed recorded in Instrument Number 2013-92845, Official Public Records, Denton County, Texas from which a PK nail on a post found bears North 08 degrees 47 minutes 43 seconds East, a distance of 2.1 feet;

THENCE North 00 degrees 03 minutes 32 seconds West, departing the north line of said Tri Pointe Homes tract, with the east line of said Nelson tract, a distance of 845.31 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of said Nelson tract, same being a point on the south right-of-way line of said Jackson Road;

THENCE North 89 degrees 18 minutes 05 seconds East, with the south right-of-way line of said Jackson Road, a distance of 1006.90 feet to THE POINT OF BEGINNING and containing 845,644 square feet or 19.620 acres of land, more or less

EXHIBIT "C"
Concept Plan



Development Agreement Amendment: Meadows MUD

File ID: 25-1217, 25-1218

City Council Meeting
October 14, 2025

CITY OF DENTON

Overview

- **Request:** Consent to additional 19.62 acres of land being added into the Denton County MUD No. 16 (“Meadows MUD”) district.

- Special-purpose district created typically to finance and provide infrastructure such as water, sewage, drainage, and sometimes parks and recreation facilities to residents of specific areas to a development.
- **MUD Policy**
  - Outlines the goals, considerations, and conditions for the creation and operation of MUDs.
  - Provides a framework under which staff discuss development agreements.
  - Includes City preferences regarding utility services, emergency services, open spaces, the financial stability of the MUD, and future annexations.

Meadows MUD Background

- **April 2020**- City received a petition for consent to the creation of the MUD.
- **August 2020**- City consented to creating the MUD and approved a development agreement and required a strategic partnership agreement (SPA).
- **January 2022**- First amendment to development agreement to add a Fire Services agreement.
- **June 2024**- Held public hearings and adopted the SPA.
- **October 2024**- 1st MUD petition for consent to annexation of additional land.
- **January 2025**- Amended Development Agreement.
- **February 2025**- Held public hearings and adopted an amended SPA.
- **April 2025-** Received a petition to include 19.62 acres into the MUD.

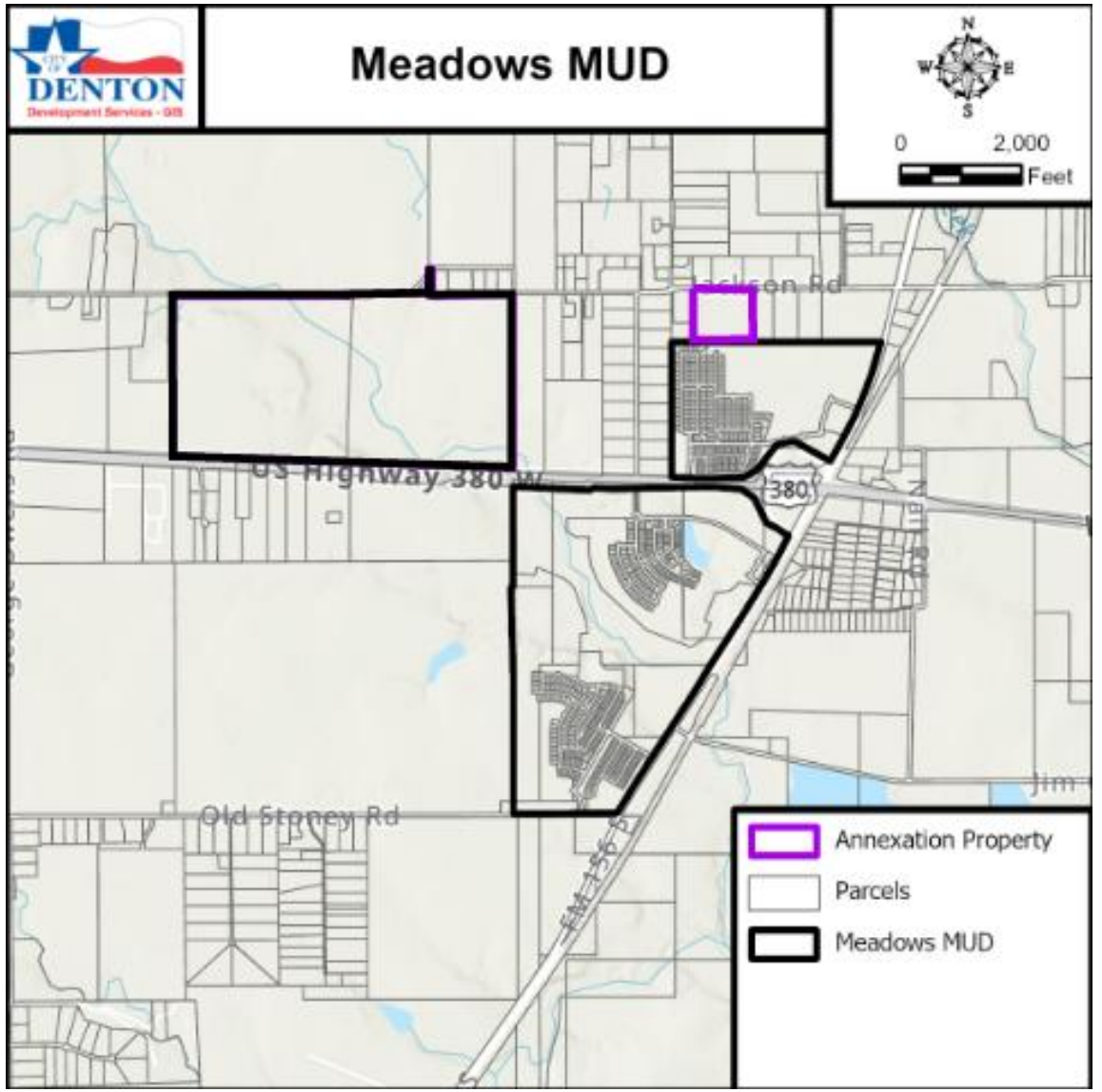
Meadows MUD

1006ac mixed-use development

- 2,706 single-family lots
- 21 multifamily acres
- 27 commercial acres

Request:

- Consent to adding 20 acres into the MUD (96 lots)
- Development agreement applies to new area
- Requires a funding contribution to improve Jackson Road



Next Steps/Requested Actions

Staff Recommends Approval

Items for Council Consideration

2 separate action items:

- ✓ Ordinance for Amendment to the Agreement
- ✓ Consent Resolution

Next Steps:

Strategic Partnership Public Hearings

Questions?

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 14, 2025

SUBJECT

Conduct the first of two readings of an ordinance of the City of Denton, Texas, annexing approximately 15.011 acres of land, generally located north of West University Drive (US 380) and approximately half a mile west of Golden Hoof Drive to the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A25-0001b, Hickory Grove MF 2, Mia Hines)

BACKGROUND

The applicant, JT Hale with Kimley-Horn, on behalf of Double R Devco, LLC (hereafter referred to as "Owners"), has submitted a petition for voluntary annexation of approximately 15.011 acres of a 16.524 acre tract of land located just north of West University Drive (US 380) (hereafter referred to as "Subject Property"). The Subject Property was part of the 542.536-acre Legends Ranch / Hickory Grove Municipal Utility District (MUD) which provides for the development of no more than 1,551 single-family residential lots and 624 multifamily residential units, with 325 of those multifamily residential units to be constructed on the Subject Property. Per Section 3.1 of the approved Development Agreement:

> Within ninety (90) days of the Effective Date of this Agreement, Owner shall cause the District to exclude the [Subject Property] from the boundaries of the District and, within ninety (90) days of the issuance of a certificate of occupancy for the [Subject Property], Owner shall cause the submittal of a petition for voluntary annexation of the [Subject Property] into the corporate limits of the City. Owner agrees to supply, or cause to be supplied, any and all instrument and/or documentation necessary for the City to annex the [Subject Property] into the City's corporate limits. If the City is unable to complete the annexation of the [Subject Property] for any reason, including but not limited to procedural error or legal challenge, Owner shall cause to be executed another voluntary annexation petition for the [Subject Property] within ten (10) days of being requested to do so. As soon as practicable after the City's annexation of the [Subject Property] into the City's corporate limits and after the City has zoning jurisdiction, the City Council of the City shall consider, with its full legislative discretion, zoning the [Subject Property] for multi-family use. The City does not guarantee, and nothing in this Agreement may be conditioned upon, any outcome of any zoning or rezoning decision relating to the [Subject Property].

Related to this section of the Agreement, the following has occurred:

1. Effective Date of Agreement — September 5, 2024
2. Exclusion of Subject Property from MUD — September 17, 2024
3. Filing of Petition for Voluntary Annexation of Subject Property — August 5, 2025

A certificate of occupancy for the Subject Property has not yet been issued as the site is currently undeveloped, so the annexation is occurring out of sequence from what was originally contemplated by the development agreement. Although the development agreement calls for development of the tract to occur in the ETJ prior to annexation, the applicant has submitted this petition to annex at this time to avoid the risk of constructing a development that might ultimately not conform with zoning should the City decide not to grant a change of zoning to a District that allows the multifamily land use and layout established by the Development Agreement. This voluntary annexation complies with Subchapter C-3, Chapter 43 of the Texas Local Government Code, and since the property has now been excluded from the MUD staff has no concerns related to the change in application sequence.

The first reading of the annexation ordinance is the third of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. Approval of a Municipal Services Agreement
2. Annexation Public Hearing
3. **First Reading of Annexation Ordinance**
4. Publication of Annexation Ordinance
5. Second Reading and Adoption of Annexation Ordinance

The first three of these items are on this agenda, with this being the third required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

Due to annexation law, under Subchapter C-3 (TXLGC Sec. 43.0672), a municipality that elects to annex an area upon request of owners much first negotiate and enter into a written Service Agreement with the owners of the land in the area for the provision of services in the area. The attached Municipal Services Agreement contains the City's standard Service Plan for annexations regarding streets, water, wastewater, police and fire protection, and park services.

On August 5, 2025, the Owner submitted a petition for voluntary annexation (A25-0001) of the Subject Property. Once a property is annexed into the city limits, it is automatically assigned a placeholder zoning designation of Rural Residential (RR). The balance of the parent tract that is already within the City Limits is zoned Residential 2 (R2). Anticipating that the petition to annex will be approved, the Owner has also applied for a zoning change on the entire 16.524 acres of land to allow for a multifamily development consistent with the Development Agreement. The public hearings associated with the requested zoning change would be scheduled after the City Council approves the annexation (should that occur). The public hearings cannot be noticed and scheduled until the property is annexed into the City.

The subject property is situated north of West University Drive (US 380), approximately half a mile west of Golden Hoof Drive. The property to the west of the subject property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and Legends Ranch MUD and, per the Development Agreement, this tract is to be developed with 299 multifamily residential units. The property to the north of the Subject Property is also situated within the ETJ and Legends Ranch MUD, and largely encumbered by Floodplain. The property to the east is within the City limits, zoned R2, and developed with a lift station, constructed partially to serve the Legends Ranch MUD. West University Drive (US 380), abutting the Subject Property to the south, is a six-lane divided roadway with a median and dedicated left turn lanes, classified as a Freeway per the 2022 Mobility Plan and Thoroughfare Map.

The Future Land Use designation for the subject property is split between Low Residential and Agriculture. The descriptions for these Future Land Use categories are provided below:

The Low Residential category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately-maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institution. Density: up to 5 dwelling units per acre.

The Agriculture category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses. This may also include rural commercial uses, alternative energy generation, and accessory structures to support agricultural uses and uses that support agritourism. This category may include large lot residential (a maximum of one unit per ten acres). This land use may allow lots as small as one acre under the gross density provisions to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). Residential development in this future land use category will continue the present character of the rural and agricultural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.

The Subject Property is not currently being served with City water or sewer.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
June 28, 2022	City Council	Consent for creation of Legends Ranch Municipal Utility District	Approval
June 28, 2022	City Council	Approval of Legends Ranch MUD Development Agreement	Approval

OPTIONS

No action is required for the first reading of the annexation ordinance.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Draft Annexation Ordinance
Exhibit 6 - Presentation

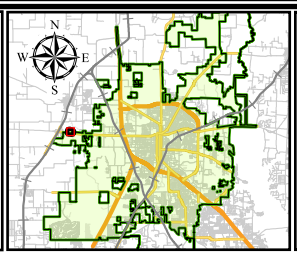
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Mia Hines, AICP
Senior Planner

A25-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

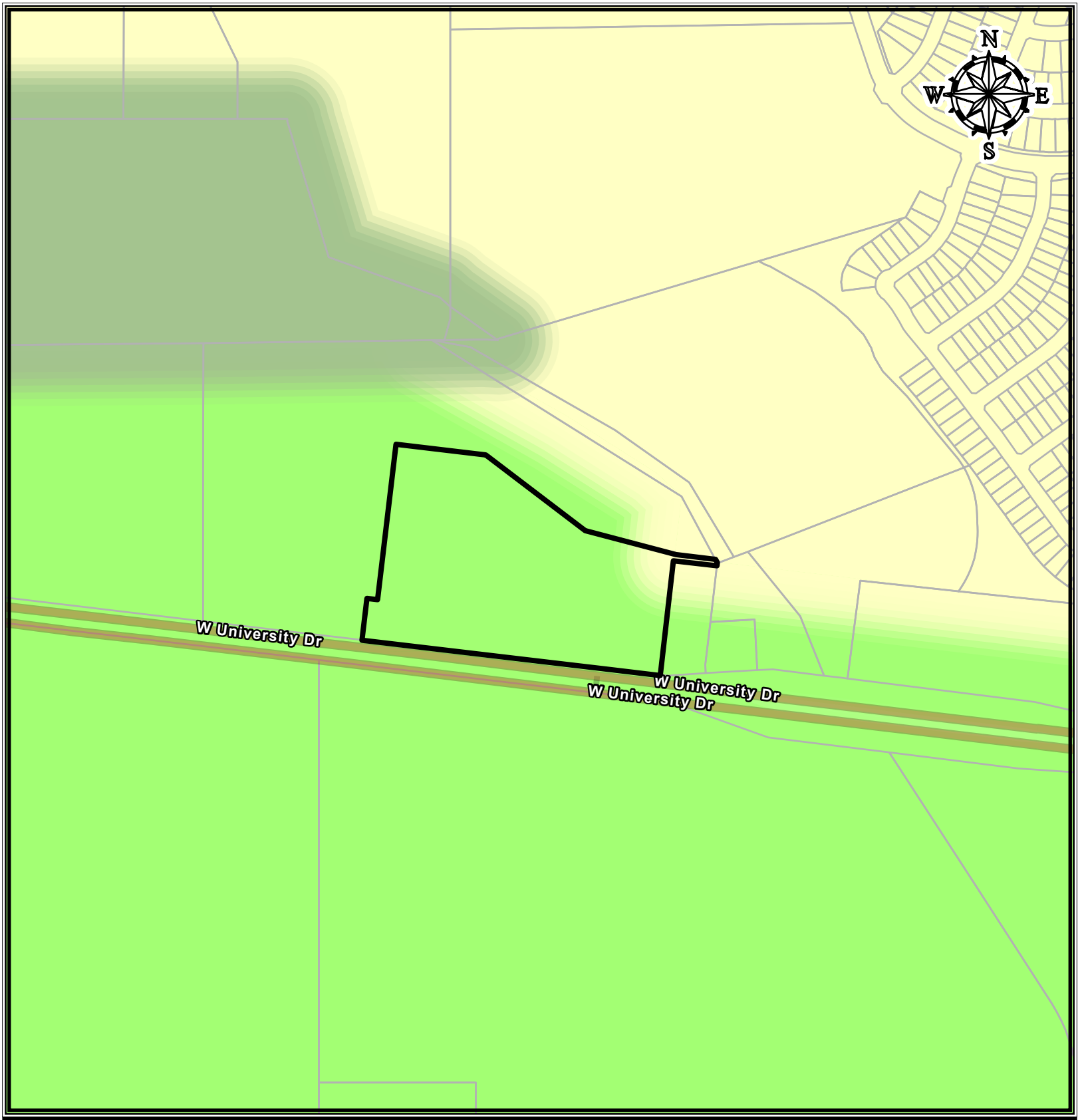


0 95 190 380 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

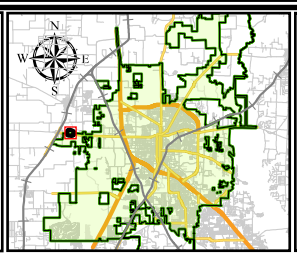
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

A25-0001
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location

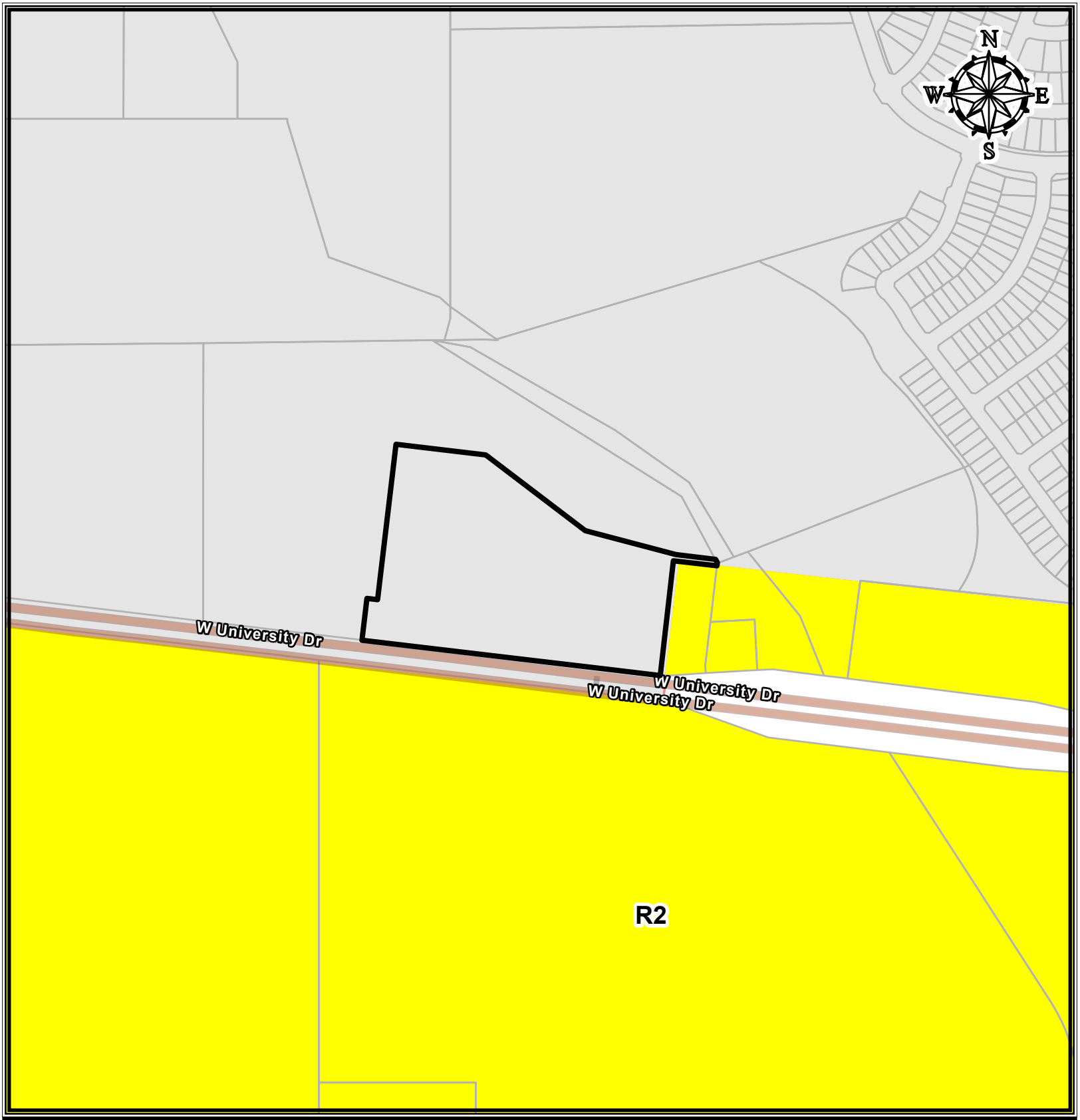


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CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

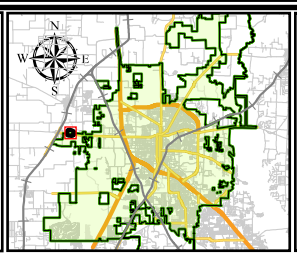
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A25-0001
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



0 140 280 560 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/16/2025

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS ANNEXING APPROXIMATELY 15.011 ACRES OF LAND, GENERALLY LOCATED NORTH OF WEST UNIVERSITY DRIVE (US 380) AND APPROXIMATELY HALF A MILE WEST OF GOLDEN HOOF DRIVE TO THE CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING FOR A CORRECTION TO THE CITY MAP TO INCLUDE THE ANNEXED LAND; AND PROVIDING FOR A SAVINGS CLAUSE AND AN EFFECTIVE DATE. (A25-0001c)

WHEREAS, pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, a municipality may annex an area if the property owner requests the annexation; and

WHEREAS, the property owner Double R DevCo, LLC ("Owner") submitted a petition for voluntary annexation of approximately 16.524 acres of land in Denton County, Texas and described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein ("Property"); and

WHEREAS, the City of Denton and Owner have entered into a written Municipal Services Agreement for the provision of full municipal services to the Property to be annexed, in accordance with Tex. Loc. Gov't. Code Sec. 43.0672, and said agreement was approved by the City Council on September 30, 2025; and

WHEREAS, on October 14, 2025, the City Council held a public hearing to provide persons interested in the annexation the opportunity to be heard and to adopt an ordinance annexing the area, pursuant to Sec. 43.0673 of the Tex. Loc. Gov't. Code; and

WHEREAS, annexation proceedings were instituted for the Property upon the **first reading** of the ordinance at the City Council meeting on October 14, 2025; and

WHEREAS, this ordinance has been published in full one time in the official newspaper of the City of Denton after annexation proceedings were instituted, and 30 days prior to City Council taking final action, as required by Sec. 1.03 of the City Charter; and

WHEREAS, a **second reading** of the ordinance was conducted and final action on the annexation was taken at the City Council meeting on November 18, 2025; and

WHEREAS, the Denton City Council hereby deems it to be in the best interests of the citizens of the City of Denton to approve the annexation of the Property; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are incorporated herein by reference.

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SECTION 2. The real property described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference, is annexed into the City of Denton, Texas.

SECTION 3. A service agreement approved by Ordinance No. _____, is attached as **Exhibit C** and made a part hereof for all intents and purposes.

SECTION 4. The newly annexed property shall be included within the corporate limits of the City of Denton, Texas, thereby extending the City's corporate limits and granting to all inhabitants of the newly annexed property all of the rights and privileges of other citizens and bringing the inhabitants to all of the ordinances, resolutions, acts, and regulations of the City. A copy of this Ordinance shall be filed in the real property records of the Denton County Clerk and within the Denton County Appraisal District.

SECTION 5. The City Manager is hereby authorized and directed to immediately correct the map of the City of Denton by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance, and the ETJ resulting from such boundary extensions.

SECTION 6. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall be affected thereby.

SECTION 7. This ordinance shall be effective immediately upon its passage.

AND IT IS SO ORDERED

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

DRAFT

PASSED AND APPROVED this, the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:_____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

BEING a tract of land situated in the M. E. P. & P. RR. Co. Survey, Abstract No. 1470, City of Denton E.T.J., Denton County, Texas, and being a portion of a called 41.388 acre tract of land described as Multi-Family Tract in a deed to Double R DevCo, LLC, recorded in Instrument No. 2023-100095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum TxDot right-of-way monument found on the northerly right-of-way line of U.S. Highway 380, a variable width right-of-way, for the southwest corner of said 41.388 acre tract, common to the southeast corner of a called 30.470 acre tract of land described in a deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas;

THENCE South 83°15'09" East, along the northerly right-of-way line of said U.S. Highway 380 and along the southerly line of said 41.388 acre tract, a distance of 599.40 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE departing the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, and crossing said 41.388 acre tract, the following courses and distances:

North 06°44'51" East, a distance of 154.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'09" East, a distance of 39.62 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

North 06°44'49" East, a distance of 575.12 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'11" East, a distance of 332.29 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 52°43'28" East, a distance of 459.57 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 75°12'40" East, a distance of 345.75 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 83°15'11" East, a distance of 146.29 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner on the easterly line of said 41.388 acre tract, same being

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on the westerly line of Hickory Grove, Phase 2, an addition to Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-182 of the Plat Records of Denton County, Texas;

THENCE South 28°26'09" East, along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 2, a distance of 13.88 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southwest corner of said Hickory Grove, Phase 2, common to the westernmost northwest corner of Hickory Grove, Phase 1B, an addition to the City of Denton, Denton County, Texas, according to the final plat thereof recorded in Document No. 2024-94 of the Plat records of Denton County, Texas, same being an angle point in the easterly line of said 41.388 acre tract;

THENCE South 06°44'51" West, continuing along the easterly line of said 41.388 acre tract and along the westerly line of said Hickory Grove, Phase 1B, a distance of 11.84 feet to a point for corner;

THENCE North 83°28'14" West, departing the easterly line of said 41.388 acre tract and the westerly line of said Hickory Grove, Phase 1B, and crossing said 41.388 acre tract, a distance of 161.23 feet to a point for corner;

THENCE South 06°36'11" West, continuing across said 14.388 acre tract, a distance of 424.23 feet to a point for corner on the northerly right-of-way line of said U.S. Highway 380, same being on the southerly line of said 41.388 acre tract ;

THENCE North 83°15'09" West, continuing along the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 41.388 acre tract, a distance of 1,104.26 feet to the **POINT OF BEGINNING** and containing 15.011 acres (653,875 square feet) of land, more or less.

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EXHIBIT B
LOCATION MAP

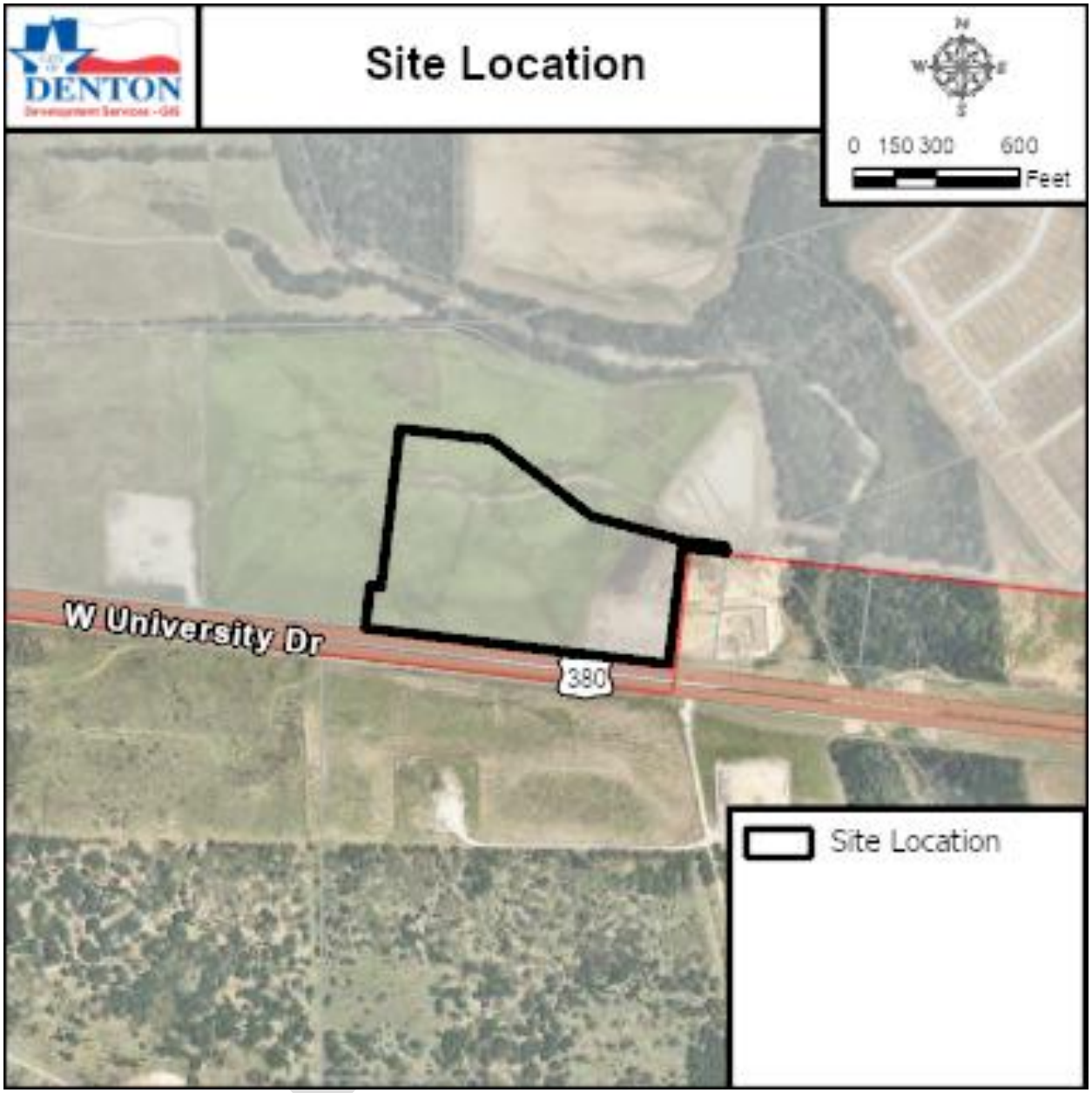


EXHIBIT C
MUNICIPAL SERVICES AGREEMENT

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A25-0001b
Hickory Grove MF2
First Reading

Mia Hines, AICP

Senior Planner

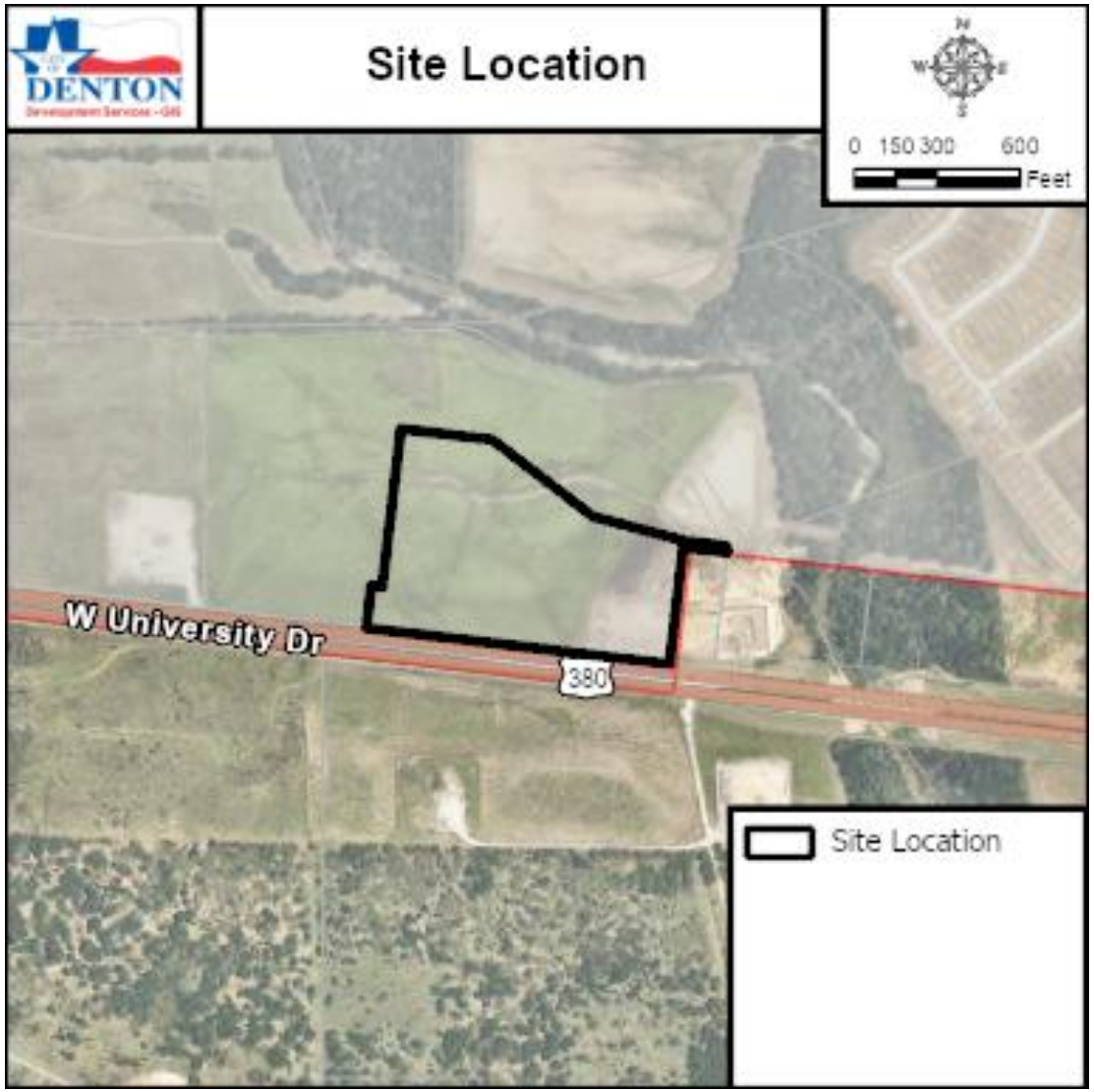
October 14, 2025

CITY OF DENTON

Request

- Conduct the **first** of two readings of an ordinance of the City of Denton to annex approximately 15.011 acres of land

- Located north of West University Drive (US 380), approx. half a mile west of Golden Hoof Drive



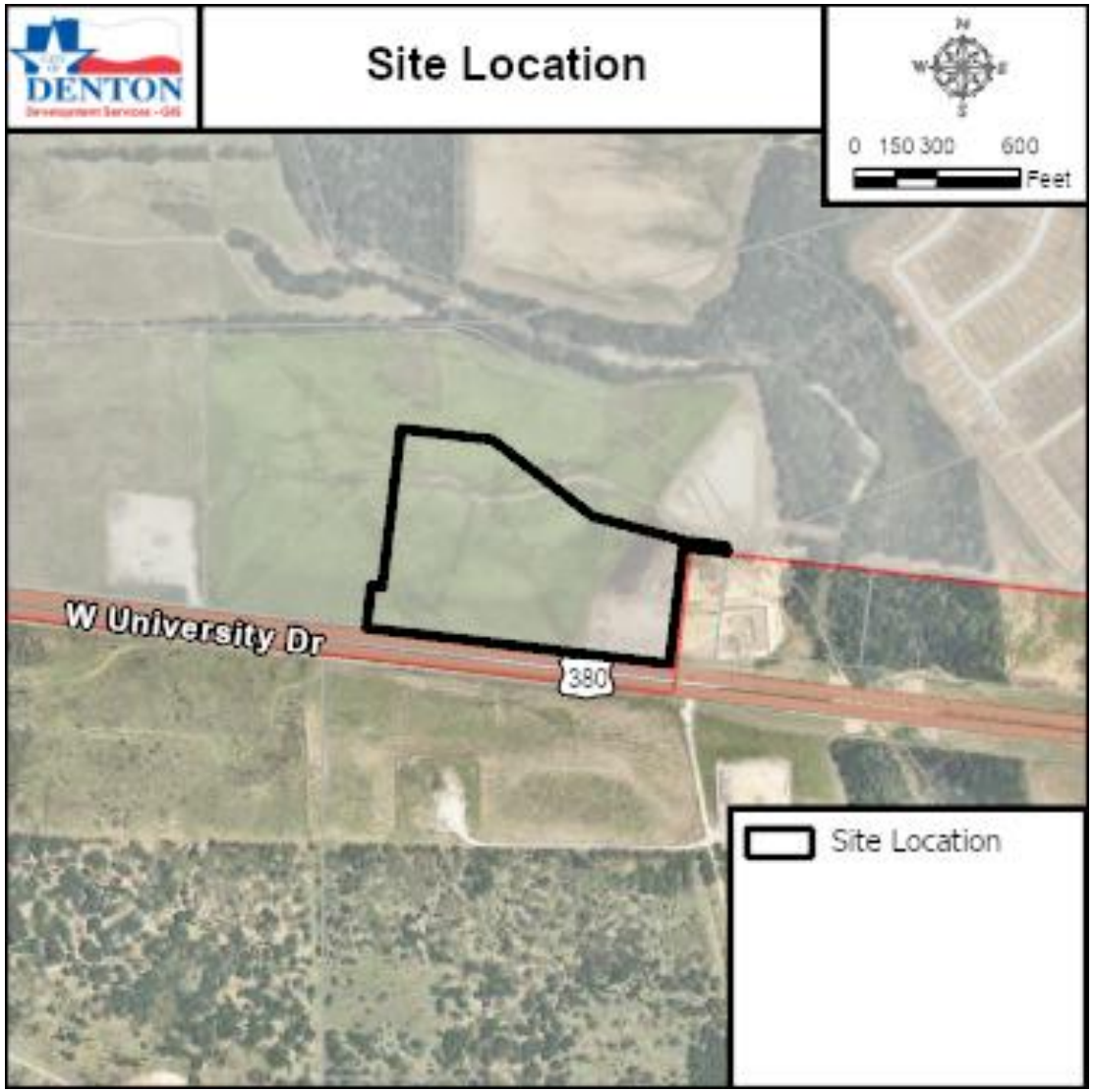
Background

- Kimley-Horn on behalf of Double R Devco, LLC

- Undeveloped
- Legends Ranch MUD

- Previously applicable Development Agreement planned 325 multifamily units

- West University Drive (US 380) – TxDOT 6-lane divided freeway



Annexation Schedule

- **October 14, 2025**
  - Municipal Services Agreement – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **October 19, 2025**
  - Publication of Annexation Ordinance

- **November 18, 2025**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

Ordinance Caption

AN ORDINANCE OF THE CITY OF DENTON, TEXAS ANNEXING APPROXIMATELY 15.011 ACRES OF LAND, GENERALLY LOCATED NORTH OF WEST UNIVERSITY DRIVE (US 380) AND APPROXIMATELY HALF A MILE WEST OF GOLDEN HOOF DRIVE TO THE CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING FOR A CORRECTION TO THE CITY MAP TO INCLUDE THE ANNEXED LAND; AND PROVIDING FOR A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

QUESTIONS?

Mia Hines, AICP
Senior Planner
Development Services